

SELF-EMPLOYED DRIVING INSTRUCTOR AGREEMENT

This Agreement is made on the ____ day of _____ 20 ____

Between: **Learn Driving Skills** ("the Company")

Address: Learn Driving Skills HQ

And: **Instructor Name** ("the Instructor")

Address: _____

1. Appointment and Status

1.1 The Company engages the Instructor to provide driving instruction services under the Learn Driving Skills name on a self-employed basis.

1.2 Nothing in this Agreement shall constitute a contract of employment. The Instructor is an independent contractor and shall not be deemed an employee, worker, partner, or agent of the Company.

1.3 The Instructor is not entitled to holiday pay, sick pay, pension contributions, or any other statutory employment benefits.

2. HMRC & Financial Responsibilities

2.1 The Instructor is solely responsible for registering as self-employed with HM Revenue & Customs (HMRC).

2.2 The Instructor is responsible for:

- Payment of Income Tax and National Insurance contributions
- Submission of Self-Assessment tax returns
- Maintaining accurate financial and business records

2.3 The Company shall not be liable for the Instructor's tax obligations or statutory contributions.

3. Role and Responsibilities

3.1 The Instructor shall provide professional driving tuition in accordance with DVSA regulations and industry best practices.

3.2 The Instructor shall:

- Maintain professional conduct, punctuality, and appearance
- Plan and deliver structured lessons for each pupil
- Maintain accurate log books and pupil records
- Prioritise safety at all times

3.3 The Instructor shall ensure any vehicle used for tuition is:

- Insured for driving instruction
 - Roadworthy, taxed, and MOT-compliant
 - Maintained in good condition
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4. Provision of Materials

The Company shall provide:

Item	Description	Instructor Responsibility
Magnetic Roof Box	Branded roof box for marketing	Keep clean and in good condition; £100 charge applies for damage
Personalised Business Cards	Name, email, mobile number	Distribute professionally
Student Log Books	Record lesson progress	Maintain accurate records for each pupil

Return Policy: All Company property must be returned in good condition upon termination.

5. Support & Supervision

5.1 The Company shall provide professional guidance, mentoring, and operational support.

5.2 The Instructor agrees to participate in performance reviews if reasonably requested.

5.3 Operational assistance may include pupil allocation, record keeping, and administrative guidance.

6. Franchise Fee Schedule

6.1 The Instructor shall pay a franchise fee of **£50** per week, payable in advance.

6.2 Payment is due every **Friday** via bank transfer unless agreed otherwise in writing.

6.3 Late payment may result in suspension of services or termination of this Agreement.

6.4 The franchise fee covers:

- Use of the Learn Driving Skills brand
- Business cards, log books, and roof box
- Marketing and operational support
- Mentoring and guidance

6.5 The franchise fee remains payable during periods of absence unless otherwise agreed in writing.

7. Non-Solicitation of Pupils and Clients

7.1 During the term of this Agreement and for 12 months following termination, the Instructor shall not, directly or indirectly:

- Solicit or provide tuition to any pupil introduced through the Company
- Use pupil contact details or data for personal business purposes
- Encourage or assist any third party to solicit Company pupils

7.2 Breach of this clause constitutes a material breach, entitling the Company to:

- Injunctive relief
- Claim damages for loss of business
- Recover legal and enforcement costs

7.3 The Instructor acknowledges this clause is reasonable and necessary to protect the Company's goodwill, pupil base, and confidential information.

8. Confidentiality

8.1 The Instructor shall not disclose confidential information, pupil data, or operational procedures.

8.2 This obligation continues after termination of this Agreement.

9. Data Protection

The Instructor shall comply with all applicable data protection legislation, including GDPR, in relation to pupil data.

- Store data securely
- Use only for lesson purposes
- Do not share with third parties without consent

10. Termination

10.1 Either party may terminate by providing **8 weeks'** written notice.

10.2 The Company may terminate immediately in cases of:

- Serious misconduct
- Breach of professional standards
- Non-payment of franchise fees
- Legal or regulatory non-compliance

10.3 **Upon termination:**

- All Company property must be returned
- Outstanding franchise fees must be settled

11. Indemnity

The Instructor shall indemnify and hold harmless the Company against claims, losses, or damages arising from negligent acts, omissions, or failure to comply with applicable law.

12. General Provisions

12.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties.

12.2 Amendments: Must be in writing and signed by both parties.

12.3 Severability: If any provision is held invalid, the remainder shall continue in full force.

12.4 Governing Law: This Agreement is governed by the laws of England and Wales.

Signed for and on behalf of Learn Driving Skills

Name: **Chris Cooney**

Signature: *Chris Cooney*

Date: 00 / 00 / 2026

Instructor

Name: _____

Signature: _____

Date: 00 / 00 / 2026