



Terms & Conditions

Thank you for choosing Top Driver for your teen's driver education. Your enrollment in Top Driver constitutes your agreement to these Terms and Conditions. PLEASE READ THEM CAREFULLY. This document shall constitute the entire contract between Top Driver and the student and no verbal assurances or promises not contained herein shall bind Top Driver or the student. All disputes should be directed to the Secretary of State.

GENERAL INFORMATION

Parents bear the responsibility for the timely drop off and pick up of students for class and In-Vehicle lessons at the pickup and drop-off locations designated in their Top Driver "Signals" account. Top Driver instructors are not responsible for staying with students before or after class or In-Vehicle lessons. Students are not permitted to remain in the classroom after class without instructor supervision.

On occasion Top Driver will use photos, videos and other digital media of students and classes in publications, on our website and on social media in order to promote our programs and initiatives. By acknowledging these Terms & Conditions, parents authorize Top Driver to edit, alter, copy, exhibit, publish or distribute these photos for such lawful purposes.

CLASSROOM TRAINING.

The Secretary of State requires:

1. **Segment 1** - A student must be at least 14 years/8 months of age by the first scheduled day of class (verification by birth certificate required). **Segment 2** – A student must have held the Level 1 License for a minimum of 90 days (verification by Level 1 License required)

2. **Segment 1** - A student must complete 24 hours of classroom training. **Segment 2** – A student must complete 6 consecutive hours of classroom training.

3. **Segment 1** - Missing more than 10 minutes of class is considered an absence for the class day. **STUDENTS MAY MISS NO MORE THAN 1 CLASS WHICH MUST BE MADE UP. STUDENTS WHO MISS MORE THAN 1 CLASS WILL BE REQUIRED TO RESTART AT A COST OF \$100.00.** Classroom sessions 1-11 must be complete prior to taking the final written STATE EXAM.

Segment 2 – A missed day of class will result in failure of Segment 2 (no refund shall be issued).

4. A minimum grade of 70% on the final written STATE EXAM held during the last class is required to satisfactorily pass Classroom Training. Students not achieving this grade after 2 attempts must repeat the classroom training and pay a \$200 reinstatement fee (\$99 for Segment 2).

5. Classroom rules are discussed on the first day of class. Parents will be notified the first time a student fails to follow these rules. Subsequent violations may lead to expulsion.

IN-VEHICLE TRAINING

Students may schedule In-Vehicle lessons once they have paid in full. In-vehicle lessons shall not begin until the student has received a minimum of 4 hours of classroom instruction. In-vehicle lessons must be completed no later than 3 weeks after the classroom instruction has been completed. Lessons are scheduled on a first-come, first-served basis.

1. **48-hour notice is required to reschedule or cancel an In-Vehicle lesson. A \$60 rescheduling fee will be charged if we do not receive appropriate notice. If a student is not present after 10 minutes from the scheduled start time this constitutes a "no show" and the account will be subject to a \$60 rescheduling fee.**
2. If required, students must wear their glasses or contacts during In-Vehicle lessons. Students are required to wear closed-toe shoes during driving lessons for safety reasons – no flip flops or "Ugg-type" boots are to be worn.
3. A student may be driving in the vehicle with the instructor by him/herself or there may be up to two other students in the vehicle. Please allow time for the student to be dropped off after the scheduled end of training (up to 10 minutes).

PAYMENT

Payment in full is required to enroll online. Top Driver accepts all major credit cards. Payments in full is also required to schedule In-Vehicle training. Failure to pay in full by the first scheduled day of class will result in an additional \$25 fee. Top Driver will not refund any fee, tuition, charge or any part thereof should we be willing and able to fulfill our part of the agreement. Any class changes requested by a customer such as, *but not limited to*, transfers, changing start date and changing class time after the first day of the class session are subject to a \$200 non-refundable fee. Segment 2 is not refundable nor transferrable.