

# **Service agreement**

## **1. General terms and conditions**

1.1 This agreement stipulates the conditions and procedure for the provision of services by the Õnneleid Liikluskool to the Student.

1.2 The Õnneleid Liikluskool is guided by the following legislation when providing the service:

- a) The national curriculum for drivers of categories AM, A1, A2, A and B established by the regulation of the Ministry of Economic Affairs and Communications and the curriculum of the Õnneleid Liikluskool;
- b) Requirements established by the regulation of the Ministry of Economic Affairs and Communications for a driver that includes driver knowledge, skills and behavior.
- c) The rules for the examination of drivers of motor vehicles and motorcycles established by the regulation of the Ministry of Economic Affairs and Communications.
- d) The rules for the preparation of drivers of motor vehicles and motorcycles established by the regulation of the Ministry of Economic Affairs and Communications;
- e) Other legislation in force in the Republic of Estonia which is not mentioned in the previous clauses and the rules of instruction valid at the Õnneleid Liikluskool.

## **2. Conclusion of the agreement**

2.1. The agreement is concluded between the Student and the Õnneleid Liikluskool to offer training in the driving category selected by the Student through the Õnneleid Liikluskool website upon registration for the training selected by the Student. If the registration for the training takes place in a way other than via the website, the contract must be signed on paper manually or digitally.

2.2. In case the Student is under 18 years old it is necessary to enter into an agreement with the Student's legal representative. In this case the Student and the Student's legal representative are responsible for fulfilling the obligations arising from these terms and conditions.

2.3. The agreement comes into force upon payment of the initial deposit or by start using the service.

## **3. Object of the agreement**

3.1. The driving school offers the Student driving training in the category chosen by the Student. The driving school offers training for driving in categories AM, A1, A2, A and B. The courses include the following:

3.1.1. Category AM: 28 hours of theory lessons, 12 hours of driving, additionally first aid training and driving test (for an additional fee according to the price list).

3.1.2. Category A2 (further training): 10 hours of theory lessons, 10 hours of driving, school theory test, additionally school driving test (for an additional fee according to the price list).

3.1.3. Categories A1 and A2 (initial training): 28 hours of theory lessons, 12 hours of driving , additionally first aid training and driving test (for an additional fee according to the price list).

3.1.4. Category A (at the age of 24, further training): 10 hours of theory lessons, 10 hours of driving, additionally school driving test (for an additional fee according to the price list).

3.1.5. Category B: theory lessons (combined learning in class and e-learning 29 hours in total), 28 hours of driving, additionally 1 hour of driving in the dark and 1 hour of basic slippery driving, first aid training, school theory test and school driving test (for an additional fee according to the price list).

#### **4. Driving lessons**

4.1. One driving lesson is 45 minutes long and includes an introduction to the lesson, driving and the summary of the driving lesson.

4.2. The Driving School keeps records of driving hours on a study card which states the driving hours date, number of hours, subject of the lesson, time of the beginning of the lesson. To confirm that the driving lesson took place the Student and the driving instructor sign the study card after each lesson.

#### **5. Payment for the service**

5.1. The Student undertakes to pay the tuition fee according to the price list valid at the Õnneleid Liikluskool. The price list is available on the website of Õnneleid Liikluskool ([www.onneleid.eu/hinnad/](http://www.onneleid.eu/hinnad/)).

5.2. The Õnneleid Liikluskool has the right to unilaterally change the valid price list by notifying the Student a reasonable period of time in advance of the change of the price list (in a form that can be reproduced in writing) during the service or before the service. Notification can be done through the Õnneleid Liikluskool website. If the Student does not agree to change the price list agreed upon at the time of concluding the Agreement or after the Agreement has been concluded, either party has the right to terminate the Agreement. Termination of the Agreement on the basis of this clause shall not release the Student from payment for the services received before the termination.

5.3. The initial payment according to the price list must be paid within 3 working days from the beginning of the selected course. If the initial payment is not made it is considered that the service contract has not been entered into and the Student does not have the right to receive the service.

5.4. The tuition fee, including the initial payment, the amount of which is specified in clause 5.3, must be paid to the current account of Õnneleid Liikluskool OÜ: ÕNNELEID LIIKLUSKOOL OÜ (IBAN:EE162200221060638246 (Swedbank). When paying the tuition fee it must be indicated in the explanation for whom the payment is made and what is the service that is being paid for.

5.5. The tuition fee is considered paid from the moment the amount paid on behalf of the Student is credited to the current account of the Õnneleid Liikluskool. If the tuition fee is not paid by the deadline the Student is obliged to pay penalty for late payment. The penalty for late payment is 0,5% of the unpaid amount per day.

5.6. When studies are canceled before the full completion of the course the Student will be returned the unused advance payment transferred to the Õnneleid Liikluskool on the basis of a written application.

5.7. Upon early termination of studies, the Student pays for the issuance of an academic transcript according to the valid price list.

5.8. Discounts made to the student by the service provider when starting to study are valid for 6 months. If the student has not completed the course within this time, the prices will be adjusted according to the currently valid price list.

## **6. Student rights and responsibilities**

6.1. The Student is required to attend and participate in the agreed theory and driving lessons and take part in registered training.

6.2. The Student must not be intoxicated within the meaning of the Traffic Act when he/she is attending the driving lesson or training. In case of doubt the driving instructor has the right to identify the Student's intoxication and not to allow the Student to drive while intoxicated. If the Student refuses to detect a state of intoxication the Driving Instructor has the right not to allow the Student to drive a vehicle.

6.3. The Student is obliged to ensure the preservation and return of the inventory (incl. vehicle, equipment necessary for driving etc.) in his/her possession in the same condition as the inventory was issued to the Student. If the Student returns the inventory damaged, worsens the condition of the inventory or does not return the inventory provided, the Õnneleid Liikluskool has the right to demand compensation for the damage caused from the Student, except in cases where the damage was due to reasons beyond the Student's control or caused by a third party.

6.4. The Student is obliged to obey to the obligations arising from the law during driving lessons and to behave carefully and diligently while driving the vehicle. The Student is not entitled to claim any form of patrimonial or non-patrimonial damages from the Õnneleid Liikluskool in the event of an accident.

6.5. The Student is obliged to monitor his/her study expenses and financial receipts in the e-learning environment. Payment for the lesson is made in advance. It is possible to pay in advance to the Õnneleid Liikluskool bank accounts or to the driving instructor in cash, for which a receipt will be issued, before the start of the lesson. If the Student does not have a prepayment for the respective training/lesson Õnneleid Liikluskool has the right to not provide the service.

6.6. The Student is obliged to present his/her study card on paper to the driving instructor at the beginning of the driving lesson. The driving instructor has the right to cancel the lesson if the Student does not have a study card to show when coming to the lesson.

6.7. At the end of the studies the Student is obliged to return the study card to the Õnneleid Liikluskool for archiving. Upon loss or destruction of the study card or certificate the Student is obliged to pay Õnneleid Liikluskool for the issuance of a duplicate in accordance with the valid price list.

6.8. In a situation where the Student is unable to attend the driving lesson agreed with the driving instructor, the Student must inform the driving instructor or the school management at least 24 hours before the start of the driving lesson. If the Student informs the above-mentioned persons of his/her non-arrival to the driving lesson less than 24 hours before the start of the driving lesson or fails to show up to the driving lesson without prior notice, the Student must pay for the booked driving class in full according to the valid price list.

6.9. In a situation where the Student has registered to the training offered by Õnneleid Liikluskool (driving in the dark lesson, basic slippery driving lesson, first aid training, final training) but cannot attend, the Student is obliged to notify the Õnneleid Liikluskool at least 24 hours in advance by e-mail [liikluskool@onneleid.eu](mailto:liikluskool@onneleid.eu) or by phone the school principal or the

tutor. If the Student fails to comply with the notification obligation of the Õnneleid Liikluskool the Student must pay for the booked training in full according to the valid price list.

6.10. In a situation where the Student is unable to take part in the driving lesson agreed with the Driving Instructor or the training provided by the Õnneleid Liikluskool to which the Student has registered to, due to illness the Student is released from the obligation to pay for the driving lesson or training if he/she can provide a certificate issued by a doctor. The certificate issued by a doctor must be submitted to the Õnneleid Liikluskool within 10 working days from the date of the agreed absence from the driving lesson or training.

6.11. The Student has the right to receive training in accordance with the standards and good practice in the category of his/her choice.

6.12. The Student has the right to receive feedback on the level of preparation during the study process and in case of unsatisfactory results, if necessary, consultations to ensure that the Student acquires the necessary knowledge and skills.

## **7. The rights and responsibilities of Õnneleid Liikluskool**

7.1. After completing all partial trainings (driving in the dark, basic slippery driving lesson, first aid training) and passing the theory and driving exam of the Õnneleid Liikluskool and paying the full cost of the training the Õnneleid Liikluskool issues a certificate of completion to the Student within three working days and lodges data to the Transport Administration information system within one working day after the issuance of the certificate. The certificate issued by the Õnneleid Liikluskool entitles the Student to take the state exam at the Transport Administration.

7.2. The certificate issued by the Õnneleid Liikluskool does not guarantee the issuance of a driving license to the Student at the Transport Administration. The Transport Administration grants the right to drive to persons who in addition to the existence of a certificate issued by the Õnneleid Liikluskool have fulfilled other requirements provided by law (for example, required age, state of health, permanent residence in Estonia, etc) and have successfully passed state theory and driving exams.

7.3. The Õnneleid Liikluskool does not have an obligation to check when signing the agreement that the Student has fulfilled the prerequisites for applying for the right to drive at the Transport Administration, including having a permanent residence in Estonia

7.4. In a situation where the Student is in arrears with payment for lessons and/or training the Õnneleid Liikluskool has the right to refuse to book the time for the next driving lesson until the debt is liquidated and there is an advance payment made for the next lesson.

## **8. Law applicable to the agreement**

8.1. The law of the Republic of Estonia applies to the Agreement.

8.2. Disputes arising from the Agreement shall be settled by the Parties through negotiations. If disputes arising from the Agreement cannot be resolved through negotiations between the Parties, the disputes shall be resolved in Tartu County Court.

Õnneleid Liikluskool OÜ

Reg.nr.: 12732139

Representative Toivo Õnneleid

Student.....

Personal identification code.....

Signature.....