

**Martin Lovell ADI & Trailer Instructor  
CONTRACT FOR SERVICES  
PARTICULARS**

<b>BUYER</b> (name and address)	
Services Required (Any additions or variations To Schedule )	
Date(s) for Instruction	
Location(s)	
Names and details of persons nominated to receive Instruction	
Any Other Details	
Charges	
Basic Charge	£
Test Fee(s)	£
Other Items (Specify)	£
<b>TOTAL</b>	<b>£</b>
Payable prior to Instruction	£
Payable on completion of Instruction	£

**Martin Lovell  
STANDARD TERMS AND CONDITIONS OF CONTRACT**

## **1. Definitions**

- 1.1 'Martin Lovell' :Martin Lovell trading as Martin Lovell ADI and Trailer Instructor of 110 Nailsworth Crescent Merstham Redhill Surrey RH1 3JG
- 1.2 'Buyer' :the person who buys or agrees to buy Services from Martin Lovell (details set out in the Particulars)
- 1.3 'Conditions' :the terms and conditions set out in this document together with any special terms and conditions agreed in writing by Martin Lovell
- 1.4 'Instruction' :performance of any Services
- 1.5 'Price' :the charges specified in the Particulars
- 1.6 'Services' :the driver training and trailer handling services specified in the Schedule to this contract which Martin Lovell agrees to perform for the Buyer

## **2. Conditions applicable:**

- 2.1 All orders for Services shall be subject to these Conditions
- 2.2 These conditions shall apply to the exclusion of all other terms conditions and representations including any terms conditions or representations which the Buyer may purport to apply under any purchase order confirmation of order or similar document
- 2.3 Performance of any Services shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions
- 2.4 Any variation of these Conditions shall be inapplicable unless agreed in writing by Martin Lovell
- 2.5 Acceptance of any instructions from the Buyer must be in writing after which no cancellation or variation may be made by the Buyer (except with the written consent of Martin Lovell)
- 2.6 Copyright in any written or electronic information supplied shall remain with Martin Lovell and the Buyer shall not be entitled to use the same or any part thereof without prior written agreement from Martin Lovell

## **3. Payment of the Price**

A receipted invoice for the Price will be raised on completion of Instruction. Payment is due prior to Instruction. Time for payment shall be of the essence. Interest on overdue invoices shall accrue from the date payment was due from day to day until the date of payment at the High Court judgement debt rate from time to time in force and shall accrue at such rate after as well as before any judgement (together with all other costs incurred as a result of such invoices being overdue).

Orders for Services may be cancelled or postponed in writing up to 2 working days from the date planned for Instruction; payment is due in full for Services cancelled late.

#### **4. Warranties and Liabilities**

Martin Lovell warrants that Services will at the time of Instruction correspond to the description given by Martin Lovell. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1974 Section 12 and any subsequent applicable legislation) all other warranties conditions or terms relating to quality skill care and timeliness of Services and whether implied by statute common law or otherwise are excluded save as herein provided

#### **5. Instruction of Services**

Martin Lovell will use his reasonable endeavours to effect performance of Services at the address stipulated by the Buyer within any time-scale agreed in writing. The Buyer shall make all arrangements necessary to enable Instruction. Martin Lovell will notify the Buyer of any expected delay.

#### **6. Acceptance of Services**

Notwithstanding any earlier acceptance otherwise under this contract or implied by law the Buyer shall be deemed to have accepted Services at the end of each day of Instruction in respect of those Services and to have satisfied himself as to their description and quality (“Acceptance”). The Buyer shall not be entitled to reject Services after Acceptance

#### **7. Liability for Services**

Martin Lovell shall not be liable for loss or damage to premises owned occupied or controlled by the Buyer or to property of the Buyer resulting from Instruction whether occasioned by Martin Lovell his employees agents or contractors (including consequential or financial loss). The Buyer is responsible for ensuring that persons in receipt of instruction:

- a. hold a current valid driving licence (provisional or full) which must be produced on or prior to instruction;
- b. are able to read a vehicle number plate at 20.5 metres (with glasses if usually worn)
- c. in all other respects comply with all relevant law.

The Buyer shall indemnify Martin Lovell against all claims by third parties resulting from Instruction. Martin Lovell’s liability under this contract shall in any event be limited to the Price actually paid for the Services in respect of which any claim is made.

#### **8. Health and Safety**

The Buyer shall take all necessary steps to ensure the health and safety of personnel provided by Martin Lovell while working on the Buyer’s land and the Buyer agrees to indemnify Martin Lovell against any loss damage or claims from Martin Lovell personnel and third parties howsoever occasioned on the Buyer’s land

**9. Indemnity**

It shall be presumed in the absence of proof to the contrary that loss damage death or personal injury occasioned in connection with the Services shall have been caused by the acts or omissions of persons under instruction and the Buyer agrees to indemnify and keep indemnified Martin Lovell against claims for any such loss damage death or personal injury

**10. Remedies of Buyer**

Where the Buyer rejects any Services then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Services or the failure by Martin Lovell to supply Services which conform to this contract. Where the Buyer has accepted or has been deemed to have accepted any Services then Martin Lovell shall have no liability whatever to the Buyer for late performance of such Services. Martin Lovell shall not be liable to the Buyer for such late performance unless wholly caused by Martin Lovell’s own negligence or breach of contract. The amount of any liability shall in any event be limited to a refund of the Price actually paid for the Services in question

**11. Proper Law of Contract**

This contract is subject to the law of England and Wales.

Signed by  
Martin Lovell

.....

Signed for and on behalf of  
The Buyer

.....  
(position)

**Martin Lovell ADI & Trailer Instructor**  
<http://www.trailerinstructor.co.uk/>

**SCHEDULE TO CONTRACT FOR SERVICES**  
**TRAILER TRAINING & PREPARATION FOR THE B+E TEST**

Before starting to teach it is necessary to establish the base level of experience and knowledge about trailers and towing. This will ensure that no unnecessary training is given. This will not affect the amount of Part 1 training given which will always be delivered completely. It will however determine the level of training needed for reversing and road driving.

## **Part 1**

### **1. Vehicle.**

What can be towed?  
Are extension mirrors required?  
VIN plate  
Drawbar load

### **2. Trailer.**

How do the brakes work?  
Drawbar height  
Plated weight  
Nose weight  
Load distribution  
Centre of gravity  
Load security  
Trailer security  
Anti-jackknife devices

### **3. Safety Questions**

These are available on the DSA website here.  
[http://www.direct.gov.uk/en/Motoring/DriverLicensing/CaravansTrailersCommercialVehicles/DG\\_4022521?IdcService=GET\\_FILE&dID=168396&Rendition=Web](http://www.direct.gov.uk/en/Motoring/DriverLicensing/CaravansTrailersCommercialVehicles/DG_4022521?IdcService=GET_FILE&dID=168396&Rendition=Web)

The location of the various systems on the vehicle referred to are pointed out at this stage.

### **4. Coupling drill**

1. Approach the trailer on foot and check that its brake is applied and holding. Then walk round and inspect for damage. (Lights, tyres etc.)
2. Reverse back slowly and carefully onto the trailer.
3. Connect the brake-away cable, if necessary release the brake to adjust the trailer position and re-apply the brake after moving the trailer.
4. Wind down with the jockey wheel to lower the trailer coupling socket onto the vehicle ball-hitch until it locks.
5. Check that it is secure by winding up with the jockey wheel to try to lift the coupling off the ball.
6. Raise the jockey wheel and lock in place.
7. Connect the light cable.

8. Switch on the vehicle side lights and hazard lights.
9. Check that the bulbs are working on the trailer.
10. Raise the trailer legs (If fitted) and lock in place.
11. Press the vehicle foot-brake and ask if the brake light bulb is working
12. Release the trailer brake.

### **5. Uncoupling drill**

1. Select a suitable place to leave an uncoupled trailer.
2. Apply the trailer brake.
3. Lower the jockey wheel and trailer legs (If fitted) and lock in place.
4. Disconnect the light cable.
5. Lift the trailer coupling socket off the vehicle ball-hitch by winding up with the jockey wheel.
6. Test that the trailer brake is holding.
7. Disconnect the brake-away cable.
8. Drive slowly and carefully away from the trailer.

## **Part2**

### **Reversing**

If there is previous experience of reversing with a trailer then it may be possible to move directly onto teaching reversing around obstacles and into confined spaces which comprise the B+E test exercise.

#### **1. Straight line**

Where there is no previous experience it will be necessary to start off teaching to reverse in a straight line.

#### **2. Negotiating Obstacles & Confined Spaces (B+E Test Exercise)**

Once reversing in a straight line correcting the trailers moves to the side is achieved it is time to move on to demonstrating negotiation of obstacles and confined spaces which the B+E test reversing exercise comprises of and teaching that.

It may be necessary to have more than one reversing session before test standard is reached. A break from reversing can be given by practising uncoupling/coupling during a session of reversing.

## **Part3**

### **Road Driving**

Before driving the differences in rules on speed limits and lane use when towing a trailer is explained.

All of the skills required to drive safely with a B vehicle need to be reinforced along with the obvious differences driving with a trailer behind the prime mover. Particular attention is given to making allowance for the greater weight and length of the combination. This is particularly relevant when teaching the controlled braking exercise.

Awareness of the effects of side-winds and the air displacement from larger vehicles on the trailer has to be pointed out.

Emphasis has to be placed on the frequent use of the door mirrors to check down the side of the combination and blind spot checks at all times when moving off.

### **The Driving Test**

Driving tests can be booked by you, or by Martin Lovell. Driving test bookings always take priority over other lessons. Therefore, your lesson may be postponed to allow for someone else's driving test and vice-versa. Changes to lesson bookings as a result of this will be notified immediately. Test appointments must be notified to Martin Lovell or he cannot guarantee to be available for the test.

Three clear working days notice of cancellation or postponement is required by the DSA. Failure to provide the required notice will result in the loss of your test fee. Martin Lovell cannot be held responsible for any postponement or cancellation of tests by the DSA. However Martin Lovell will do all that is possible to arrange another test as quickly as possible and to help you to reclaim expenses from the DSA.