

TERMS AND CONDITIONS

- 1 MTDI is the trading name of Matt Timms Driving Instructor and shall be referred to throughout these terms of business as MTDI.
- 1.1 Lessons are only offered in a manual vehicle.
- 1.2 Lessons are only available in the following postcodes: PO12, PO13, PO14, south PO15, & east SO31

2 LEARNER DRIVER – TERMS AND CONDITIONS

In order to have driving lessons legally in the UK you must:

- 2.1 Be aged 17 or older (16 or over if disabled)
- 2.2 Hold a driving licence that is valid for the UK (provisional, full or an appropriate foreign licence)
- 2.3 All pupils must be in the possession of a valid driving licence and meet the DVLA medical and eyesight requirements.
- 2.4 If you fail to provide this proof, your instructor is entitled to refuse to conduct the driving lesson but may still charge you for such driving lesson.
- 2.5 <https://www.gov.uk/legal-obligations-drivers-riders?step-by-step-nav=e01e924b-9c7c-4c71-8241-66a575c2f61f>
- 2.6 Comfortable flat shoes (no flip flops, sandals etc) are to be worn to ensure the cars control pedals are accessed and felt with ease.
- 2.7 Pupils are responsible for driving the car in a legal manner and MUST obey the law and Highway Code at all times.

3 LESSONS

- 3.1 You must not smoke tobacco or e-cigarettes in or around the car.
- 3.2 Your instructor is at liberty (at their discretion) to refuse to proceed with a lesson if he has reason to believe that the pupil is in any way under the influence of drink or drugs at the time of the lesson.
- 3.3 MTDI reserve the right to cancel, amend or rearrange the date, time and place of lessons (giving reasonable notice where possible) and without unreasonable delay.
- 3.4 You will learn to drive at a comfortable rate of progression for you, and MTDI will use various teaching methods and learning strategies to get you 'test ready', however no guarantees are made that the pupil will achieve test standard or pass their driving test.
- 3.5 MTDI reserve the right to terminate training (without a refund) in the event of any client driving in a dangerous or negligent manner, or behaving in an abusive or threatening manner towards any person.
- 3.6 MTDI will accept no liability for accidents, injury or damage to any third party caused by the pupil's recklessness or negligence during a lesson or test.
- 3.7 In the interests of road safety, MTDI may withhold the use of the car for the driving test if, in the opinion of the instructor, a pupil is not able to control the car safely.
- 3.8 Should the instructor's car be damaged on your driving test, the pupil agrees to pay the instructors insurance excess amount for any repairs that need to be made to the instructors vehicle.
- 3.9 All lessons are 2 hours long as standard, unless agreed separately.

4 PAYMENT

- 4.1 MTDI operates its website and other methods of communication, in order to allow you, the customer, to purchase driving lesson packages with an ADI (Approved Driving Instructor).
- 4.2 For existing customers, driving lessons are to be paid at least 48 hours in advance of the lesson start time, and can be paid via the following methods:
 - 4.2a Paypal via matt.timms@sky.com
 - 4.2b Bank transfer (Starling Bank: business account 1494 8851, sort code 60-83-71)
- 4.3 For new customers, a deposit of at least 50% is required to secure the time into MTDI's schedule.

As part of its booking service, MTDI confirm and agree that the following shall apply to all pre-paid bookings:

- 4.3 Your funds will be held in a designated private business account.
- 4.4 In the event of a query or dispute about any aspect of your driving lessons or your instructor, you should contact MTDI within 24 hrs from the end of the disputed lesson and MTDI will endeavour to resolve the issue promptly.
- 4.5 No lessons will be actioned unless payment is made 48 hrs in advance of the lesson.
- 4.6 Once lessons are paid for and MTDI has received the funds, these terms and conditions are binding, so please ensure you are happy with the terms and conditions before making payment.

5 CANCELLATION POLICY

- 5.1 You must give at least 48 hours' notice to your instructor if you wish to cancel or re-arrange a booked driving lesson.
- 5.2 Failure to do so may result in your instructor charging you the full amount for that driving lesson.
- 5.3 "No show" bookings (this is where a booked lesson has not been cancelled, but you do not arrive for the start time of the lesson) are charged.

5.4 MTDI reserve the right to cancel, amend or rearrange the date, time and place of lessons (giving reasonable notice where possible) and without unreasonable delay.

6 REFUND POLICY

6.1 If you decide you no longer wish to have driving lessons through MTDI, MTDI will refund any funds remaining on your account without charge, providing this does not contravene the 48hr cancellation policy, once you have informed us of the refund request

6.2 For security reasons, any refund of your funds will be made back to the card from which the original payment was taken.

7 REDEEMING PREPAID LESSONS

7.1 You and MTDI are responsible for agreeing such matters as the timing, location and duration of individual driving lessons.

7.2 You must notify MTDI of any matters existing at any time that may affect your ability or entitlement to have driving lessons, for example, but not limited to, any lack, or loss, of a valid driving licence or a medical condition for example.

7.3 MTDI cannot guarantee that they will be available each time you choose to request a driving lesson or a practical driving test.

7.4 The price per hour for driving lessons may change from time to time, but driving lessons purchased prior to such a change will be delivered at the price originally paid.

7.5 MTDI reserves the right to change the hourly rate with reasonable prior notification to the pupil.

8 DATA PROTECTION

8.1 To enable MTDI to carry out his profession, you consent to having your driving licence number, your address, phone numbers and any other personal information requested, to be documented for your pupil progress record and communication purposes.

8.2 Your records can be inspected at any time and shall be destroyed eight weeks after passing your test or leaving the school.

8.3 In the interest of road safety you agree that your instructor may possibly video record your lesson for training purposes.

8.4 Your face will not be shown on any recording and all digitally recorded data is deleted after 8 weeks unless the police or other relevant authorities request copies following a road incident.

8.5 If you have a concern regarding how your instructor stores your data, you have a right to lodge a complaint with The Information Commissioners office (ICO).

9 INSURANCE

9.1 All customers are fully insured by MTDI, but you must ensure section 3.6 of these T&C's are read and understood.

10 PROMOTIONS

10.1 An introductory offer is only available to new customers with MTDI and only one introductory offer is allowed per customer.

10.2 New customers are defined as 'not having any previous driving tuition from MTDI'.

10.3 MTDI reserves the right to remove or amend any introductory offers at any time.

MTDI reserves the right to vary these terms and conditions without prior notice but a copy of current terms and conditions will be provided upon request.