

1. Business details

Trading name: PassMark Driving School

Instructor: Mark Anderson, DVSA Approved Driving Instructor

Telephone: 07877 852 613

Email: markandersonadi@gmail.com

Business/service address: 40 Castle Road, Stirling, FK95JD

In these terms, “I”, “me” and “PassMark” mean PassMark Driving School. “You” means the pupil named in the booking.

2. Accepting these terms

By booking a lesson and confirming your acceptance through TotalDrive, you agree to these Terms and Conditions.

If somebody else books or pays for your lessons, these terms still apply to you as the pupil. The person making the booking is responsible for ensuring you have read and accepted them.

Your booking is confirmed when it appears in TotalDrive and any required payment has been received.

3. Online and telephone bookings

If you book remotely, you may have a statutory right to cancel the service contract within 14 days.

If you ask for a lesson to take place during that 14-day period, you expressly request that the service begins before the cancellation period ends. If you then cancel after a lesson has been supplied, you must pay for the service already provided.

Where the service has been fully supplied during the cancellation period, your statutory cancellation right may end if you gave the required consent and acknowledgement.

These statutory rights are separate from the lesson cancellation policy below.

4. Lesson prices and payment

Lesson prices are those displayed on the PassMark Driving School Prices page and in TotalDrive at the time of booking.

Unless otherwise agreed:

- Payment must be received at least 72 hours before the lesson.
- Lessons booked within 72 hours must be paid for immediately.
- Payment may be made through TotalDrive.
- An unpaid lesson may be cancelled and offered to another pupil.
- Any future price increase will not affect lessons that have already been paid for.

PassMark Driving School does not currently offer block-booking packages.

5. Cancelling or changing a lesson

Cancellations and changes should be made by contacting me directly.

If you provide at least 72 hours' notice, you may cancel or rearrange your lesson without a cancellation charge.

If you provide less than 72 hours' notice, a cancellation charge of up to the full lesson price may apply where another pupil cannot reasonably fill the appointment. Any charge will reflect the direct loss caused by the cancellation and will be reduced or removed if the appointment is successfully rebooked.

The same policy applies if you:

- Fail to attend your lesson.
- Are not at the agreed collection point.
- Do not have a valid driving licence when required.
- Are not legally or medically fit to drive.
- Are under the influence of alcohol or drugs.
- Cannot take the lesson because of something within your control.

Exceptional circumstances may be considered at my discretion, but this is not guaranteed.

6. Lateness and missed lessons

If you are not at the agreed collection point, I will normally:

- Send you a message after approximately five minutes.
- Attempt to call you after approximately ten minutes.
- Treat the lesson as cancelled if you have not arrived or contacted me within 15 minutes.

If you arrive late, the lesson will still finish at the original scheduled time because I cannot be late for my next pupil. The full lesson price will remain payable.

If I arrive late, I will provide the full booked lesson time where reasonably possible. Otherwise, the missing time will be added to another lesson or credited to you.

7. Instructor cancellations

Lessons may occasionally need to be cancelled because of illness, vehicle problems, dangerous weather, severe traffic disruption, a previous driving test overrunning or another circumstance outside my reasonable control.

If I cancel a lesson, you will not be charged. Any payment already made will be transferred to another lesson, credited or refunded.

PassMark Driving School is not responsible for additional costs or losses resulting from circumstances outside its reasonable control, except where the law says otherwise.

8. Your responsibilities

You must:

- Hold a valid UK provisional or full driving licence appropriate for the vehicle.
- Inform me about any licence restrictions, disqualifications or changes affecting your entitlement to drive.
- Be able to read a legal number plate from the required distance.
- Be medically fit to drive.
- Tell me about any medical condition or medication that may affect safe driving.
- Follow any legal requirement to notify the DVLA about a medical condition.
- Attend lessons free from alcohol, illegal drugs or any medication that makes driving unsafe.
- Wear any glasses, contact lenses or hearing aids required for safe driving.
- Follow reasonable safety instructions during the lesson.

You are responsible for deciding whether you are fit to drive. If I reasonably believe that you are not safe or legally entitled to drive, the lesson will not continue.

9. Safety and behaviour

Safety takes priority during every lesson. I may use verbal instructions or the dual controls when necessary to prevent danger.

I may end a lesson immediately if your behaviour is threatening, abusive, deliberately dangerous or seriously compromises safety.

Where a lesson is ended because of your conduct, the full lesson price may remain payable. I may also refuse future lessons. Any payment for future lessons that will no longer be provided will be refunded, less any valid outstanding charges.

10. Using your own vehicle

Lessons may take place in your vehicle only with prior agreement.

Your vehicle must:

- Be roadworthy and suitable for tuition.
- Be properly taxed and have a valid MOT where required.
- Have suitable tyres, seatbelts, mirrors and working safety equipment.
- Be insured for you to drive.
- Be insured for paid driving instruction with an Approved Driving Instructor.
- Be insured for the practical driving test if you intend to use it for your test.

You must provide satisfactory proof of insurance when requested.

I may refuse to use a vehicle that I reasonably consider unsafe, unsuitable, illegal or inadequately insured. If the lesson cannot proceed because your vehicle does not meet these requirements, the late-cancellation policy may apply.

11. Practical driving tests

Use of the PassMark tuition vehicle for a practical test is not automatically included or guaranteed.

You must tell me as soon as your test is booked and before changing the date, time or test centre if you want to use the tuition vehicle.

I may refuse use of the vehicle if:

- I am unavailable.
- You have booked or changed the test without discussing it with me.
- I reasonably believe your driving is not at a safe test standard.
- You have repeatedly ignored safety advice.
- The test booking does not allow enough time for safe preparation.
- Your licence, eyesight or legal entitlement cannot be confirmed.
- The vehicle is unavailable or develops an unexpected fault.

Any decision to withhold the vehicle will be based on safety, legality, insurance and professional judgement. I will discuss concerns with you as early as reasonably possible.

DVSA test fees are paid separately and remain your responsibility. PassMark Driving School is not responsible for tests cancelled, delayed or moved by the DVSA.

12. Accidents, offences and penalties

I will take reasonable steps to prevent accidents and illegal driving, including giving instructions and using the dual controls where necessary.

As the driver, you remain legally responsible for your actions, including driving offences, penalty points, fines and providing your details when legally required.

Nothing in these terms changes any legal responsibility placed on me as the supervising instructor.

PassMark Driving School maintains appropriate motor, public liability and professional indemnity insurance.

13. Personal information and dashcams

Your personal information will be handled in accordance with the Data Protection Act 2018, the UK GDPR and the PassMark Driving School Privacy Policy.

Information may be stored and managed through TotalDrive for purposes including:

- Booking and managing lessons.
- Recording payments.
- Maintaining lesson and progress records.
- Contacting you about your lessons.
- Meeting legal, insurance and accounting obligations.
- Arranging a driving test where you have asked me to assist.

The tuition vehicle uses externally facing dashcams and may also record audio. Recordings are used for safety, security, incident investigation and insurance purposes.

You will be told when recording equipment is in use. Recordings will not be used publicly, for advertising or as training content without separate permission where required.

Photographs celebrating a test pass will only be taken and published with your permission.

Full details about lawful bases, information sharing, retention periods and your data-protection rights must be provided in the separate Privacy Policy.

14. Lesson progress and results

I will provide tuition with reasonable care and skill and will give you honest feedback about your progress.

The number of lessons required varies between pupils. PassMark Driving School cannot guarantee that you will pass your theory or practical driving test within a particular number of lessons or on a particular attempt.

15. Complaints

If you are unhappy with any part of the service, contact me as soon as possible:

Mark Anderson

Telephone: 07877 852 613

Email: markandersonadi@gmail.com

I will aim to acknowledge a written complaint within five working days and provide a full response within 14 working days where reasonably possible.

If the matter cannot be resolved directly, you may obtain independent consumer advice through **consumeradvice.scot**.

Making a complaint does not affect your statutory rights.

16. Changes to these terms

These terms may be updated when the service, booking arrangements or law changes.

The latest version will be published on the PassMark Driving School website with its effective date. Changes will apply to future bookings and will not remove rights relating to lessons already paid for.

17. Your statutory rights

Nothing in these terms removes or limits any rights you have under consumer law.

Nothing excludes or limits liability where doing so would be unlawful, including liability for fraud or for death or personal injury caused by negligence.

18. Governing law

These Terms and Conditions are governed by Scots law.

Any dispute will be dealt with by the Scottish courts, subject to any legal right you may have to bring proceedings elsewhere.