

By taking lessons with us, you automatically agree to these Terms & Conditions

Lessons & Tests

- You must inform your instructor if there is any reason why you cannot drive safely or legally. This includes the loss of your valid driving licence, and includes but is not limited to, being under the influence of drink or drugs, including prescribed medication that may affect your ability to drive.
- Please ensure that you are medically fit to drive. If you have any medical condition and you are not sure if your ability to drive is affected, please speak with your doctor and the DVLA to report any notifiable medical condition.
- You must be able to read a number plate from 20.5 metres away.
- I reserve the right to refuse to take you to your driving test if you haven't told me when your driving test is and therefore, I'm unavailable, if you haven't moved your driving test date when I have advised you to, or if I believe you are not up to test standard and therefore unsafe to be driving the car by yourself on test. I will discuss this within plenty of time and discuss the options available to you.
- Some learners prefer to do lessons in their own car. This is ok; however, you must ensure your car is roadworthy, taxed, has a valid MOT, and is insured for you to drive. Please check your insurance allows me to supervise you in your car. Some insurances will not allow instructors to supervise, or they may have a minimum age limit for the supervising driver. This is your responsibility to check, as if you were to be stopped by the police without an appropriate supervising driver, you may find your insurance invalid and/or you may receive points on your driving licence for driving without the correct supervision. I will do my best to prevent any accidents or damage to your car, however ultimately you are responsible for your car. If you are planning on doing your driving test in your own car, please check your insurance covers this - some don't.

Cancellations & Punctuality

- If you cancel your lesson with less than 72 hours' notice, you will be liable for the cost of your lesson.
- When your instructor arrives for your lesson, they will text you after 5 minutes and then call you after 10 minutes if you haven't come out for the start of your lesson. If you have still not arrived or contacted them within 15 minutes, your lesson will be cancelled and charged as above.
- If you are late for your lesson, your lesson time will be reduced as your instructor cannot be late for their next lesson. You will still be charged the full price of the lesson, as this is considered 'cancelling' part of your lesson with less than 72 hours' notice.
- If I am late to your lesson for reasons such as the above, you will still receive the full lesson time.
- If your instructor has to cancel your lesson through no fault of their own, for circumstances such as mechanical breakdown of the tuition car, bad weather which may affect your ability to learn safely, heavy traffic, or the previous pupil's lesson or driving test has overrun for unavoidable reasons, and it means they cannot arrive at your lesson within good time, they will rearrange your lesson for the next available, mutually convenient, date and time.
- If your instructor feels your behaviour or attitude whilst driving is threatening, dangerous, or compromises safety, they reserve the right to cancel the lesson in progress and any future lessons.

Payment & Refunds

- Your hourly lesson rate is as agreed at the time of booking. Current lesson price is £85 per 2-hour lesson.
- We accept payments in the form of in app payment & cash.
- New pupils are required to make payment when booking their first session to confirm the reservation
- Payments must be made 72 hours before the lesson starts or the lesson may be cancelled.
- Block booking payments must be made up front and before the first lesson commences.
- We cannot issue a refund for any lessons already taken. If you are dissatisfied for any reason, please see the Complaints section below.
- No refund on Block bookings.

Accidents & The Law

- I will make every effort to avoid damage and accidents, and we do anticipate that accidents may happen as you are learning to drive, however if they believe you were driving in a dangerous manner or ignoring their instructions and actual damage is caused to the tuition car, you may be expected to contribute towards the repairs cost (ie. tyres).
- I will make every effort to avoid you breaking the law or committing any traffic offence – you are under their close supervision during every lesson, and I may give verbal instruction, taking the steering wheel or using the dual control pedals where necessary to avoid dangerous situations or accidents. However, I cannot accept any responsibility of you breaking the law – this includes speeding, traffic offences, regulations, or laws that you could break whilst driving. Any fines or penalties are legally the sole responsibility of the driver. It is an offence on my part if they fail to give the driver's details to the police when asked to provide information as to who was driving at the time of an offence. It is important that you are aware of your legal responsibilities as a driver. If you have any queries, please do get in touch with me.
- I have Public Liability and Professional Indemnity insurance.

Data Protection

- In line with the GDPR, by you taking driving lessons with PassMark Driving School, you automatically consent and agree to us holding your personal information, such as:
 - Name, address, contact information, and date of birth
 - Driving licence number
 - Records of driving progress
 - Medical conditions that affect your ability to drive
 - Driving test information
 - Pictures taken during driving lessons or upon passing your test (with your permission)
 - Receipts of payments
 - Etc
- We hold your information in line with the Data Protection Act 1998 and GDPR rules.
- We hold your information for the purpose of being able to provide good quality driving lessons to you.
- Your information is stored on the Total Drive app which is kept secure. We use Total Drive to book your lessons, store your contact information, record lesson progress and information, record payments etc.
- We can assure you that we do not pass your information on to anyone without your prior permission and agreement. If there is a need to share your information (such as changing driving instructors and sending your progress to them, booking tests on your behalf with the DVSA etc.), we will inform you first, explain who we are sharing the information with, why we are sharing the information, and ensure that you give us your consent and permission.
- I have dash cams which are always recording external footage and audio for the protection of yourself, myself and the public. If your instructor wishes to use any recorded lesson footage for other uses (such as training aids), you will be asked to sign a form.
- You have the right to see any information we hold about you.
- You have the right to ask us to destroy any information we hold about you.
- Once you pass your driving test, or if you wish to discontinue lessons with us for any reason:
 - Any progress and feedback, will be deleted from app after passing test.
 - Your account on Total Drive will be permanently deleted after passing your driving test.

Complaints

- We hope that you are happy with your driving lessons and myself, however if you would like to raise a complaint, your first step would be to me directly to see if I can resolve any problems.
- Should you not feel able to talk directly to me, please email me at markandersonadi@gmail.com.