



SAFE TAY
DRIVING SCHOOL

TERMS & CONDITIONS



2024



BY TAKING LESSONS WITH US, YOU AUTOMATICALLY AGREE TO THE FOLLOWING TERMS & CONDITIONS.



Tuition

Tuition is only available for the persons who meet the following criteria:


- **Aged 17 or over (or)**
- **Aged 16 or over & in receipt of the higher rate of Disability Living Allowance (mobility Component); and**
- **Hold a valid UK Provisional Driving Licence; and**
- **Legally entitled to drive in the UK.**

Lessons & Test

- 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 also 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 a distance of 20.5 metres.
- Your instructor reserves the right to refuse to take you to your driving test if you haven't told them when your driving test is and therefore they are unavailable, if you haven't moved your driving test date when they advised you to, or if they believe you are not up to test standard and therefore unsafe to be driving their tuition car by yourself on test. Your instructor will discuss this within plenty of time and discuss the options available to you.
- If your instructor books your test for you, the test will belong to Safe Tay Driving School and we reserve the right to cancel your test at any given time. Once you have paid for your test, the test will then belong to you and we will only cancel or move it upon your request.
- We aim to provide you continuous lessons in order to achieve our your driving goal. If you miss 3 lessons, your slot will be replaced by another student on the waiting list.

Cancellations & Punctuality

IF YOU CANCEL YOUR LESSON WITH LESS THAN 48 HOURS NOTICE, YOU WILL BE LIABLE FOR THE FULL COST OF YOUR LESSON. WE CAN'T RESCHEDULE YOUR LESSON OUTWITH THE 48 HOUR NOTICE.

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- **When your instructor arrives for your lesson, they will text you and/or ring you. 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 48 hours notice.**
 - **If your instructor is 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



PAYMENTS MUST BE MADE 48 HOURS BEFORE THE LESSON STARTS.

- **Your hourly lesson rate & any block booking rate is as agreed at the time of booking. Current lesson prices can be found on our website: www.safetay.com**
- **We accept payments in the form of Cash or bank transfer.**
- **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 contact us.**
- **If you have paid for a block booking and wish to discontinue lessons for any reason, your instructor can refund the remaining hours at the hourly price that you paid for them.**

Accidents & The Law

- **Your instructor will make every professional 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).**
- **Your instructor 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 they may use verbal or physical control such as giving verbal instruction, taking the steering wheel or using the dual control pedals where necessary to avoid dangerous situations or accidents. However, your instructor and Safe Tay Driving School 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 your instructor's 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 us.**
- **Your instructor will be fully insured with the appropriate driver instructor insurance.**

Data Protection

- In line with the GDPR, by you taking driving lessons with Safe Tay 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 instructor holds your information securely, which is either locked away securely, or secured on our phones, tablets, or computers which are all password protected.
- 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.
- Your instructor has a dash cam which are always recording external footage and audio for the protection of yourself, the instructor 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 booklets will be given back to you where possible, or kept for 5 years before being destroyed.
 - Your account on Total Drive will be made inactive and kept inactive for 5 years before being permanently deleted. The reason we keep records for 5 years is in case you need any of that information again for any reason, and also for our tax and accounting purposes.

Complaints

We hope that you are happy with your driving lessons and instructor, however if you would like to raise a complaint, please speak to your instructor directly.

**Thank you for taking the time to read
through these terms & conditions.**

**If you have any questions, feel free to reach
out to your instructor.**

**We look forward to being part of your
driving journey.**



Safe Tay Driving School is a trading name of Green Dome Driving Ltd, registered in Scotland.