**Matt Shurmer Driving School 0333 772 9897**

The following terms and conditions represent the basis, upon which training is offered by your Instructor, with Matt Shurmer Driving School Ltd.

**Your instructor is a self-employed franchisee of Matt Shurmer Driving School. Matt Shurmer Driving School Ltd acts as agent for your instructor in receiving your payments for driving tuition other than payments made directly by you to your instructor. Where Matt Shurmer Driving School makes bookings with, or supplies any information or documentation to you, or processes any payments for your lessons, they act as the agent of your instructor. The contract for driving tuition is solely between you and your instructor.**

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| Lessons cancelled at short notice  (within 48 hours of lesson start time) will ALWAYS be charged.  (We run this very strictly) |

**The provision of training is subject to the acceptance of these terms and conditions.**

**1. Bookings and Lesson duration:** Your instructor will endeavour to maintain regular lesson slots at the same time each week to ensure continuity of learning. However, this cannot always be guaranteed.

The minimum lesson period is 60 minutes. If, for any reason, the instructor is late for the lesson, they will make a concerted effort to inform the pupil of the estimated time of arrival, and where possible the lesson will be extended by the time due– if this is not possible the outstanding time will be carried forward to the next suitable lesson.

**2. Training Location:** All sessions will start and finish at the same location unless alternative arrangements are made in advance.

The instructor will determine a location for practical lessons which ensures both the pupil’s and public safety – this means that the instructor may need to drive the pupil to and from the lesson location. This journey time forms part of the lesson as paid for.

**3. Payments and Cancellation: Tuition fees are always payable at least 72 hours in advance of the lesson.**

If you need to cancel or re-arrange a lesson **at least** 48 hours notice will be required for lessons.

**Failure to give at least 48 hours notice will ALWAYS result in us charging a cancellation fee at your full lesson price.**

The instructor reserves the right to cancel a lesson at short notice if it is suspected that the pupil may be unfit due to the effects of alcohol, drugs (prescribed or otherwise) or any other condition that would cause his/her driving to be dangerous or illegal. **In such circumstances the lesson fee will be payable.**

If a block booking payment is made, and the full amount of lessons is not used for any reason, a refund of any lessons unused will be paid to the pupil. This will be paid on the basis that any lessons taken within the block booking are charged at the standard hourly rate. Pupils must request the refund of outstanding money within a 6- month period from the date of payment, or it becomes non- refundable.

**4. Driving tests and bookings:** Your instructor reserves the right to refuse use of a driving school vehicle for test if they consider that provision of a vehicle could cause a risk to public safety.

We reserve the right to withhold the use of the driving school car for practical test if, in our opinion, the chances of passing the test are unrealistic.

Where a school car is used for test, the booking period will be based upon the instructor’s normal diary schedule.

**This will require a minimum 2-hour 30- minute booking charged at £90.**

In the event of the driving school car being unavailable on the day of the practical test for reasons of illness on our part, or for reasons of mechanical failure, we will refund test fees incurred by you **in full.**

Your instructor cannot be held responsible for test appointments **cancelled by the DVSA due to bad weather, sickness, staff shortages or other reasons.** Such cancellations are beyond the control of your instructor and therefore the lesson fee and ‘use of car’ fee for the booked period will be charged. Your instructor will advise about claiming compensation from the DVSA.

**5. Code of conduct:** Your instructor agrees to abide by the conditions of the **Professional Code of Conduct.** In the unlikely event of complaint or dispute the guidelines of the Code of Conduct will be adhered to.

**6. Your rights:** These conditions do not affect any protection that you have under consumer legislation.

We reserve the right to change or alter any of the terms and conditions without notice, but will endeavour to inform pupils of any changes as soon as possible.

Matt Shurmer Driving School keeps a paper and/ or an electronic record of your name, address, email address and contact number for the period of time you are with us, and for up to 6 years thereafter. This is for us to process the information to your nominated Driving Instructor, and to contact you if required, and is only shared within the school and your relevant instructor.

We process information using your driving licence number and national insurance number to do an online check (using the official Government DVLA website) to access your driving licence information. We then delete your driving licence number and national insurance number.

We will use your email address to provide you with access to our online theory sites. You will be deleted off the system when you leave us, or within a reasonable amount of time from passing your theory test.

Your information is transmitted securely using end- to- end encryption between School and Instructor.

On the website we will publish a picture of you with a first name and surname initial, only. The location we use may or may not match up to the area in which you reside.

You have:

* the right to be further informed of information we hold on you
* the right to see the information we hold on you
* the right to rectify the information we hold on you
* the right to erasure of information we hold on you
* the right to restrict our processing of information on you
* the right to object to us holding information on you

In the event of a data- breach, we will contact you to inform you.

**7. Complaints procedure**: Please bring to our notice any complaints that you may have and we will endeavour to address the situation.

In the event that you are not satisfied you may then make reference to the registrar of Approved Driving Instructors who will consider the matter and advise accordingly.

Pupil Name:

Pupil Signature:

Date: