**Matt Shurmer Driving School Ltd 07982 236493**

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

You will be required to sign a copy of these Terms and Conditions before lessons can commence.

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

**1. Bookings and Lesson duration:** I 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 90 minutes. If, for any reason, I am late for the lesson, I 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.

I will determine a location for practical lessons which ensures both the pupil’s and public safety – this means that I 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 48 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 may result in me charging a cancellation fee at your full lesson price.**

I reserve 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.**

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

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

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

**This will require a minimum 2-hour 30- minute booking charged at a minimum of £100.**

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, I will refund test fees incurred by you **in full.**

I 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 my control and therefore the lesson fee and ‘use of car’ fee for the booked period will be charged. I will advise about claiming compensation from the DVSA.

**5. Code of conduct:** I 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 Ltd keep 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 contact you if required, and is only shared within the School.

I 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. I then delete your driving licence number and national insurance number.

I will use your email address to provide you with access to any of our online sites (as applicable).

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

You have:

* the right to be further informed of information I hold on you
* the right to see the information I hold on you
* the right to rectify the information I hold on you
* the right to erasure of information I hold on you
* the right to restrict my processing of information on you
* the right to object to me holding information on you

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

**7. Complaints procedure**: Please bring to my notice any complaints that you may have and I 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.

**Additional terms and conditions due to the novel coronavirus (COVID-19) and ‘new-normal’ as it develops.**

These are in addition to the standard Company Terms and supersede them where required.

**To be signed by the client/pupil if 18+ or on their behalf by a parent/guardian/appointed person.**

Acceptance of these terms and conditions shows understanding, agreement, and mitigates both Matt and the Driving School of any additional responsibility caused by COVID-19 as long as best practice was followed. This does not affect your statutory rights.

The fundamental aim of all interactions between the client/pupil and Matt is to ensure safety of both individuals and to make the risks involved as low as reasonably possible. It remains the sole responsibility of the client/pupil to raise any concerns, in advance of a lesson or booking.

Due to the risks associated with COVID-19 and the requirements of the driver training environment, Matt and/ or the Driving School cannot be held responsible for the health of the client/pupil as long as reasonable measures are taken. To do this, Matt will be following ‘best practice’ guides such as:

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/>

Specifically: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/vehicles>

Because of the already risk focused environment, much of the safety assessments are already in place and as the COVID-19 situation develops we will be operating a rolling risk assessment. The client/pupil will be informed of any major changes in advance of their booked lesson.

Due to the increased use of chemicals being used to ensure a clean working environment, please consider any additional health risks. If you need an inhaler, EpiPen or similar please inform Matt and ensure you have it in an accessible place.

**Personal Protective Equipment (PPE)**

Suitable PPE may be worn by Matt. If you have any concerns, please raise them with the me directly - we are all trying to keep each other safe.

Client/Pupils will be required to use the PPE highlighted and take suitable steps to ensure their own safety. These steps include washing/sanitising hands before entering the vehicle and advanced warning of any symptoms.

Please discuss any religious, cultural or other restrictions with Matt in advance of the lesson. This may include, but is not limited to, sanitiser or cleaning products which may contain alcohol.

If COVID-19 symptoms occur (as outlined on the NHS website) you must contact Matt immediately. In the case of suspected COVID-19, a cancellation charge may be made at your Matt’s discretion, and a 14-day isolation period starting from that date in which lessons will not be taken will be imposed.

If you receive contact from ‘Track and Trace’, you must notify Matt immediately.

Please sign, print and date below to acknowledge and accept the terms set out above. If you are under the age of 18, you must ensure a parent or guardian with parental responsibility also countersigns.

Pupil Signature: …………………………………………. Parent/ Guardian Signature …………………………………………………

Pupil Name ………………………………………………... Parent/ Guardian Name ………………………………………………………

Date ………………………………………………………….. Date ……………………………………………………………………………………