



0333 772 9897



mattshurmerdrivingschool.co.uk



126 Lockesley Drive,
Orpington, BR5 2AE

Terms & Conditions

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

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

Instructors

Your instructor is a self-employed Team Member of Matt Shurmer Driving School. Matt Shurmer Driving School Ltd acts as agent for your driving 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.

Bookings & 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.

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.

Payments & Cancellations

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.

Driving Tests & 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 a minimum of £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 canceled 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.

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.

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 and associated Team members 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 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 site(s). You will be deleted off the system when you leave us, or within a reasonable amount of time from passing your theory test.

We will use your email address to sign you up to MyDriveTime (or equivalent system) which is an online portal used to track your progress, payments and lessons.

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.

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.

COVID-19 Terms

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.

Acceptance of these terms and conditions shows understanding, agreement, and mitigates the Instructor and company 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 Instructor 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, the Instructor and driving school cannot be held responsible for the health of the client/pupil as long as reasonable measures are taken. To do this, the Instructor 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 your instructor and ensure you have it in an accessible place.

Personal Protective Equipment (PPE)

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

Some instructors may require you to wear specific PPE.

If you and your instructor cannot come to an agreement on what PPE is to be worn, then they will refer you back to the School to be placed with another instructor as soon as we are able to accommodate.

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 your Instructor 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 your Instructor immediately. In the case of suspected COVID-19, a cancellation charge may be made at your instructor'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 your instructor immediately.

Acknowledgement

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 counter-signs.

Signed	_____	Parent/ Guardian Signature	_____
Print Name	_____	Parent/ Guardian Name	_____
Date	_____	Date	_____