

## A6 Driver Training – Terms of business

By booking a lesson or lessons with A6 Driver Training, you are agreeing to the terms of business detailed below.

### 1. Entitlement to drive in the UK

- a. In order to take lessons on the roads in the UK you must:
  - be aged 17 or over
  - hold a valid UK provisional or full driving licence (please bring it with you to each lesson)
  - be able to read a car number plate from a distance of 20 metres
- b. In order to check your entitlement to drive I may ask you to visit the DVLA online licence check service and acquire a check code. In this event, you will inform me of the check code and last eight digits of your driver number within 48 hours of my requesting it.
- c. You will inform me if you receive any endorsements on your licence during the period you are receiving tuition from me.
- d. You will inform me of any medication, additional need or medical condition that might affect your ability to drive.

### 2. Appointments – making, cancelling and timekeeping

- a. You can make a booking by phone, text, email or in person. Once you and I have agreed a time and date for a lesson, that booking is deemed to be confirmed. I will not normally issue reminders.
- b. Once a regular (usually weekly) lesson slot is agreed, that time and day is deemed to be confirmed as your regular lesson time unless and until you give sufficient notice of a cancellation or change (see para. 2c). I shall undertake to keep the agreed lesson slot available for you (subject to the provisions of para. 2e) up until your test booking. In the event that you do not pass your test, I cannot guarantee that a lesson slot will be available for further regular lessons.
- c. You will give at least **1 clear working day notice** of cancellation or change of a booking. If you cancel a booking with less than 1 clear working day notice you will be liable for the fee for that booking. In this event, payment for the missed lesson will be made before any subsequent lessons can take place. Working days are Monday to Saturday inclusive. (eg for a lesson on Wednesday, cancellation on or before Monday will *not* incur a charge; for a lesson on Monday, cancellation on or before Friday will *not* incur a charge). If you regularly cancel bookings, regardless of notice given, I may decline to offer you any further lessons.
- d. Lessons start at the agreed start time or the time that I arrive, whichever is later. In your own interests, please be at the agreed pick-up point ready to start the lesson at the agreed time. I will wait for 15 minutes. In the unlikely event that I am going to be late, I shall normally make contact to let you know. Please understand that this will not always be possible (eg if I am stuck in traffic and cannot use my phone) so I ask that you allow 15 minutes grace.
- e. From time to time I may need to cancel or reschedule your lesson, due to, for example, holiday, personal appointment or to facilitate another pupil's driving test. This might be at short notice, but I shall do all that I can to avoid this.
- f. Should I need to cancel a lesson due to vehicle breakdown or other emergency, I shall make contact with you as soon as possible to rearrange the lesson. Should such an emergency affect your driving test appointment, and the deadline for cancelling your test without penalty has passed, I shall pay your retest fee. I shall not be responsible for any consequential losses as a result of such cancellation.

### 3. Paying for lessons

- a. My current rates are shown under the *Prices* section of my website. These fees are subject to change from time to time. I will notify you at least two weeks in advance of any change.
- b. You can pay for lessons by cash, card or bank transfer (I prefer bank transfer for block payments). Bank details are: 090130 – 21240111 – account name: John Paul Lyttle. If you are

paying lesson by lesson, you can pay by cash or card at the beginning of each lesson or by bank transfer at least 1 working day before the lesson.

- c. When prepaying for a block of lessons you can pay by cash or card on or before the first lesson of the block, or by bank transfer at least 1 working day before the first lesson.
- d. Lessons forming part of a prepaid block must be taken within four calendar months of the first lesson of that block. Unless otherwise agreed in writing, any credit remaining once four months has elapsed cannot be used to pay for subsequent lessons and will not be refunded.

#### **4. Refunds**

- a. A refund cannot be claimed for any lesson that has taken place.
- b. In the event that you cannot complete a block of prepaid lessons, a refund of unused credit may be considered according to circumstances. In this event, any discount or special offer that was applied as a benefit of prepaying will no longer apply and used credit will be calculated at the standard lesson rate. I will then refund the unused credit minus the cost to me of any special offer. There will be an administration charge of £15.

#### **5. Fitness to drive and well-being**

- a. You will ensure that you will be fit to drive for each driving lesson, and for your driving test. You will notify me if there may be any reason why you should not drive. Reasons include, but are not limited to:
  - Being under the influence of alcohol or drugs, including prescription drugs where these may affect your ability to drive.
  - Any physical condition or injury that might affect your ability to drive.
  - Anything that might significantly affect your mental or emotional state.
- b. If at any point in a lesson I have concerns about your fitness to drive, I will stop the lesson and take you to the agreed finishing point. You will still be charged the full fee for that lesson.
- c. You will ensure that you are awake and alert before your lesson, and that you have had sufficient to eat and drink.
- d. You will wear comfortable clothing that does not restrict movement, and that does not have loose/dangling portions that may get tangled around any controls. Footwear should be comfortable and appropriate (eg. Flipflops, carpet slippers or high heels are **not** appropriate).
- e. Your mobile phone will be switched off for the duration of all lessons and your driving test.

#### **6. My responsibilities to you**

- a. I am a registered Approved Driving Instructor (ADI). I display my licence to instruct (green badge) during lessons and this is available for your inspection.
- b. My training car is insured for use during driving lessons and tests. The certificate is available for inspection on request.
- c. I adhere to the ADI code of practice (openly available from the DVSA website)
- d. In order to keep up to date with the latest developments relating to driving and driving instruction, I regularly attend local and national CPD events, and regularly engage in in-car development sessions with suitably qualified colleagues.
- e. I am responsible for doing all that I can to keep you, me and other road users safe during your driving lessons. I will not be held responsible for any injury or loss suffered due to driving faults that you might make during your driving test or after you pass your test.
- f. I will notify you of any change to these terms of business. The version of terms that will apply will be the one displayed on my website.

#### **7. Taking your driving test**

- a. When you are nearing test standard, I will advise you regarding appropriate dates & times for your practical driving test. My advice will be based on your progress to date and will not imply that you have already reached test standard, neither will it guarantee that you will be at the required standard by that test date. It may therefore be necessary to advise you to postpone your test.

- b. You will settle any payments that are due under these terms, including the payment for the test day booking, at or before the start time of the test day booking.
- c. I reserve the right to withhold the use of my car for your driving test if, in my opinion:
  - you are not at the required standard to pass the driving test, or
  - you are medically unfit to drive, or
  - you are under the influence of drugs or alcohol, or
  - it becomes clear that you are not properly licensed to drive, or
  - you have any outstanding fees that are due under these terms
- d. You are responsible for booking and paying for your driving test, and for taking note of all the details on your booking confirmation.
- e. You will let me know the correct date, time and test centre as soon as you have booked it, sending me a copy of your confirmation by text, WhatsApp or email. If that appointment does not suit me, and you wish to use my car for the test, I shall let you know as soon as possible so that you can change it. Please read your DVSA appointment confirmation carefully. It will advise you of the latest date that you can cancel or change your booking without penalty.
- f. A test day booking with me will typically be for 90 minutes (The distance between your pickup location and chosen test centre might mean that a longer session needs to be booked. In this event we will agree any fee increase in advance). This booking includes a warm-up drive of around 30 minutes, and the use of me and my car for your driving test.
- g. If your test is cancelled at short notice by the DVSA (eg due to examiner illness or adverse weather), you will still be charged my fee for the test day booking. You may choose to use the time for a lesson if you wish.
- h. If your test cannot go ahead through some fault of yours (eg you cannot find your driving licence), you will still be charged for the test day booking.

## 8. Lessons in your own car

- a. The final decision about whether to allow you to use your car for lessons rests with me. If I have any concerns about insurance cover or the car's road-worthiness I will not allow the car to be used.
- b. The car's interior must be clean and smoke-free, properly insured and roadworthy.
- c. Some cars are not approved for use on driving tests. Any car that is not approved for use on driving tests may not be used for driving lessons with me.
- d. You will provide regulation L-plates and an additional interior mirror for my use.
- e. I will not normally be insured to drive your car during a driving lesson.
- f. I will not be held liable for any damage or collision while you are driving. I will of course make every effort to prevent a collision, although my control of the car will be severely limited due to the lack of dual controls.

## 9. Legal liability

- a. In order to ensure the safety of you, me and other road users, I may issue instructions to you that you will carry out without undue delay or argument.
- b. I will make every effort to train you to the highest standard. I will not be held liable for any errors you make whilst driving unaccompanied by me, either before or after passing your test.
- c. During a DVSA driving test it is you who is in charge of the car, not the examiner. You will be liable for any fines or charges levied as a result of any motoring offence committed during the test.
- d. I reserve the right to reclaim the cost of my insurance excess from you in the event of an at-fault insurance claim resulting from an incident that occurs during your driving test.

## 10. How I use your data

- a. The personal information that I need to hold is as follows:
  - i. **your name, telephone number, email address** – stored on a google account, accessible only by me through a passcode or password protected smartphone or computer.

- ii. **Your address, pickup address** (if different) and **the last eight digits of driving licence number** (date of birth and full licence number if you want me to book or swap a test on your behalf)– on paper kept in a locked office.
  - iii. **The name, telephone number and email address of the person who is paying for your lessons** (if this is not you) - stored on a google account, accessible only by me through a passcode or password protected smartphone or computer.
  - iv. Information about your **health or any medical conditions or additional need** that might affect your ability to drive or to take driving lessons.
- b. I keep your personal details on file solely to allow me to contact you easily regarding your driving lesson appointments, your driving progress and driving test. I also keep a record of your progress.
  - c. For accounting purposes I may use a service such as Quickbooks online. Only your name (and email address if you have requested invoices or receipts) will be stored on my account with such a service.
  - d. If your fees are paid to me by someone other than you, I will provide updates on your progress to that person should that person request them.
  - e. I will not share your data without your permission, except with proper authorities to facilitate the prevention or detection of crime or if required in the event of a road traffic incident during your lessons.
  - f. Dashcam – for instructional and insurance purposes I use a dashcam and a 360 degree camera that records video footage of the road ahead and behind the car, and of the driver and car interior. I will sometimes save and share video footage for instruction purposes. Your voice may be heard, and face may be seen in video footage, but I will not publicly share any footage that identifies you without your express permission.
  - g. I collect data directly from you, your parent or other party that pays for your lessons.
  - h. I will share information about payments with my accounting service and HMRC for accounting purposes. Dashcam footage may be shared with my insurance company, the police, the courts and solicitors if it is required as evidence of a road traffic incident or to manage a claim on my insurance.
  - i. I keep financial records for seven years to meet HMRC requirements. I keep learner records for two years from the date of the last driving lesson.
  - j. You have the right to ask for a copy of the personal data I hold that relates to you. If you think that information about you is incorrect or misleading you have the right to have the information corrected provided that you can demonstrate that it is incorrect. You can also request the erasure of personal data in certain circumstances where I do not require it to meet a legal obligation. You can also request restriction of processing so that your records are maintained beyond the usual retention period. You have the right to object to processing on the grounds that it causes you damage or distress and the right to take away a copy of your personal data in electronic format in certain circumstances. If you are unhappy about the way I use your personal data or the way in which I respond to any request to exercise your data protection rights you have the right to lodge a complaint with the Information Commissioner at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

## **11.Complaints procedure**

- a. If you are unhappy with any aspect of your tuition you should let me know without delay, and no later than seven days after the matter arises, so that I can try to resolve the issue. These terms of business and the ADI Code of Practice will form the basis of any resolution.
- b. Should the need arise, you can refer the matter to: The ADI registrar, Driver and Vehicle Standards Agency, 1 Unity Square, Queensbridge Road, Nottingham, NG2 1AY.