

Terms and Conditions

- 1 Introduction** - These Terms and Conditions (“Terms”) govern the relationship between Autowise Driver Training (“us”, “we”, or “our”) and the client (“you”, “your”, or “student”) for the provision of driving lessons, training courses, and any related services. By enrolling in our driving school, you agree to be bound by these Terms.
- 2 Licensing Requirements** - You must be of legal age to drive and produce a valid UK/Northern Ireland provisional Category B driving licence.
- 3 Eyesight Requirements** - You must meet the minimum eye test requirements, which means you must be able to read a standard UK approved number plate at a minimum distance of 20.5 metres (67 feet).
 - a. If you need to wear glasses or contact lenses in order to meet this requirement then you must wear them whenever you drive.
- 4 Change of Entitlement –**
 - 4.1 You must notify your instructor of any change of your ability or entitlement to have driving tuition, for example if your provisional licence has been revoked or for medical reasons such as epilepsy, or if you receive penalty points. For more information, [please see here](#).
- 5 Cancellation & Lateness Policy** - If you wish to cancel a lesson, a minimum of 48 hours’ notice must be given.
 - 5.1 Failure to give 48 hours’ notice will result in the lesson(s) having to be paid for in full.
 - 5.2 Lessons can be cancelled by telephone or text message but must be acknowledged by your instructor.
 - 5.3 If cancelled by your Instructor, no fee will be charged.
 - 5.4 Your instructor will endeavour to arrive on time however, due to unforeseen circumstances such as breakdown, accidents, traffic hold ups etc, lesson times may need to change or even be cancelled. If late to a lesson through no fault of your own your lesson will last for the time period that you booked.
 - 5.5 If the time missed is due to the fault of yourself the lesson will still go ahead less the time lost.
 - 5.6 Your instructor will endeavour to communicate with you as best as they can in the event of any lateness.
 - 5.7 If cancellation of lessons occurs on more than three occasions then you will be removed from the books and will return to the waiting list.
- 6 Total Drive –** In order to run efficiently, I use the Total Drive App to monitor your bookings, progress and payments.
 - 6.1 It is your responsibility to ensure you access the app and agree to these Terms and Conditions prior to your first lesson.
 - 6.2 It is your responsibility to ensure your notifications are on to avoid missing payment/lesson reminders.
 - 6.3 It is your responsibility to notify your instructor if you lose access to the app, so that they can best assist you in regaining access.

- 7 No-show Policy** - If your instructor turns up on time at the pre-arranged pick-up point and you do not show your instructor will try to contact through phone call and wait for **10 minutes** if there is no contact made after 10 minutes they will leave, and you will have to pay for the lesson.
- 7.1 Your instructor is not required to leave the vehicle to knock on your door.
- 8 Payment Policy** - Lessons must be paid for in advance by bank transfer at least 48 hours before the lesson, using the BACS details below.
- 8.1 Account number- 72090713
Sort code- 04-00-03
Monzo Business
Account name- Ryan Cottee
- 8.2 Cash can be paid but in advance for the following lesson that is booked.
- 8.3 Bookings that have not been paid for within 48 hours may be cancelled and you may still be charged.**
- 8.4 Block bookings must be paid for 48 hours in advance before commencement of the 1st lesson. Credit remains valid for 6 months from the date it is received.
- 8.5 If for any reason you require a refund of a block booking midway through your block, refunds will be made removing the initially discounted amount.
- 9 Drugs and Alcohol Misuse Policy** - You must not be under the influence of drugs/alcohol during the training.
- 9.1 In the event of there being any signs of drugs/alcohol misuse, your instructor will withhold the use of the training vehicle for use of tuition or driving test until you are in a legal and fit state to drive.
- 9.2 Any prescribed medication that may affect your driving should be declared to the instructor and to the DVLA medical board.
- 9.3 Medically fit also includes tiredness whereby concentration is a safety issue.
- 9.4 If a student is deemed to be too tired to drive safely at the absolute discretion of the instructor, the current lesson may be terminated and monies paid will not be refunded.
- 10 Test Use Policy** – Your driving instructor reserves the right to refuse the use of a vehicle for a Driving Test at any time.
- 10.1 The instructor will only approve the use of the tuition vehicle for a practical test if the student has reached a 'test-ready' standard, as evidenced by a successful mock test or the instructor's professional assessment of their progress records.
- 10.2 Driving Standards Agency guidelines do not allow for a pupil to take a practical test just for the experience.
- 10.3 In the event of a cancellation, lessons and test fees will still apply, but you may be able to claim this back from the DVSA.
- 10.4 The instructor cannot be held responsible should you fail to pass the driving test.
- 10.5 In the event that a driving test is cancelled by the DVSA due to the mechanical condition of the tuition vehicle, the instructor will be responsible for the cost of a replacement driving test fee. The instructor's liability is strictly limited to the reimbursement or purchase of the replacement test fee and does not extend to any other costs, such as compensation for lost wages, travel expenses, or additional lesson time.

10.6 No responsibility is accepted for tests cancelled by the DVSA for reasons outside of the instructor's control, such as examiner illness, weather, or equipment failure

10.7 Your instructor reserves the right to refuse to take you to your driving test if you have not told them when your driving test is and therefore are unavailable.

11 Attitude and Offences Policy - If your instructor feels your behaviour or attitude whilst driving is threatening, dangerous or compromised safety they reserve the right to cancel the lesson in progress and any future lessons.

11.1 Such lessons may not be refunded at the discretion of the instructor.

11.2 Your instructor will make every effort to avoid damage and accidents, and I do anticipate that accidents may happen as you are learning to drive, however if actual damage is caused to the tuition car in the event of gross negligence or wilful disregard to instructions, you may be expected to make a contribution towards the repair costs.

11.3 Your instructor will make every effort to avoid you breaking the law or committing driving offence- however, your instructor cannot accept any responsibility for you breaking the law. This includes but is not limited to, speeding, general traffic offences.

11.4 Any fines or penalties are legally the sole responsibility of the driver(you).

11.5 It is an offence to your instructors' part if they fail to give the drivers details to the police when asked.

12 Costs - I reserve the right to increase lesson costs with a week's notice, any credit remaining or any lessons already paid including block lessons will be at the current rate.

12.1 The next chargeable lesson will be the new increase, and with bulk payments the next time payment is made will be at the new rate.

13 Data Protection In line with GDPR, By you taking driving lessons with Ryan Cottee 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 effect your ability to drive
- Driving test information
- Pictures taken during driving lessons or upon passing your test (with your permission)
- Receipts of payment

13.1 Your instructor is registered with the Information Commissioner's Office (ICO).

13.2 I hold information in line with the data protection act 1998 and GDPR rules.

13.3 I hold information for the purpose of being able to provide good quality driving lessons to you.

13.4 I hold your information securely, which is either locked away, or secured on an electronical device which are all password protected.

- 13.5 Your information is also stored on a driving app which is kept secure, I use the programme to store contact details, record lesson progress, payments etc.
- 13.6 I 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 DVSA) I will inform you first.
- 13.7 A dashcam is installed which is always recording external footage and audio and occasionally internal for training purposes for the protection of yourself, me and the public.
- 13.8 You have the right to see any information I hold about you.
- 13.9 You have the right to ask us to destroy any information I hold about you.
- 13.10 Your records may be kept for 5 years for our tax and accounting purposes.

14 Professional Environment & Health - To ensure a safe and comfortable learning environment for both the student and the instructor, a high standard of personal hygiene is expected from all parties.

14.1 The instructor reserves the right to terminate or refuse a scheduled lesson if they believe the environment is compromised by poor personal hygiene that may affect the safety or comfort of the tuition.

14.2 In the event that a lesson is refused under this policy, the full lesson fee will remain payable to cover the instructor's lost time and expenses.

15 Pick-up and Drop-off Locations - The instructor will pick up and drop off at the pre-arranged location.

15.1 Any request to change the pick-up or drop-off point must be made at least 24 hours in advance.

15.2 Whilst we endeavour to offer flexibility where possible, the Instructor reserves the right to refuse any changes if they interfere with the instructor's schedule, and the lesson time may be reduced to accommodate the travel distance.