



Terms and Conditions

The following terms and conditions represent the basis upon which training is offered by your instructor, of Dean Wyatt Driving School.

To be signed by the student if aged 18 or over, or on their behalf by a parent/guardian/appointed person if aged under 18.

These terms and conditions will be required to be signed before lessons can commence and 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 in full at least 72 hours in advance of the lesson start time.

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

Lessons cancelled at short notice (within 48 hours of lesson start time) will be charged at the full rate paid.

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 their driving to be dangerous or illegal. In such circumstances the lesson fee will be payable in full.

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 back. This will be paid on the basis that any lessons taken within the block booking are charged at the standard hourly rate. A refund request of outstanding money must be made within a 6- month period from the date of original 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 2hour 30minute booking charged at a minimum of the 'Practical test day car hire' fee quoted upon your enquiry/booking correspondence. This 'Practical test day car hire' fee

includes a 1hr 15min lesson before your test time, use of the car for your test, and your instructor will drive you home afterwards.

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, strike action or other reasons beyond the control of your instructor and therefore the lesson fee and 'Practical test day car hire' 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 '*Approved Driving Instructor (ADI) Code of Practice*' as stated on the DVSA gov.uk website. In the unlikely event of complaint or dispute the guidelines of the above will be adhered to.

6. Your rights:

These terms and 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.

Dean Wyatt Driving School keep a paper and/or an electronic record of your details to contact you if required, and is only shared within the school and your relevant instructor. We process information using your driving licence details to do an online check (using the official Government DVSA website) to access your driving licence information.

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

On our 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.

Please see our "Privacy Policy" for more information.

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.

8. Using your own private vehicle for lessons/tests:

The following conditions apply to any training being given in a car provided by the student. These are in addition to the standard terms and conditions which remain in place during these sessions.

You must firstly obtain agreement from your instructor. This is at the discretion of the Instructor and is not guaranteed. This will be assessed on a case by case basis and will usually require an assessment in the instructor's car first.

You must contact your insurer and ask:

- **Is the vehicle insured for 'paid for tuition'?** Many policies class this as commercial use so it may not be covered.
- **Is the vehicle insured for the purpose of taking a DVSA driving test?** The driver is legally unaccompanied during this time and some policies only cover training and not testing.
- **Is the vehicle covered to be driven home if/when the provisional licence holder passes?** You may need to call the insurer to let them know. Your instructor is unlikely to be covered under their own policy to drive your car. Alternative arrangements may be necessary.

Your instructor may ask for a copy of your insurance policy and/or written proof of the above.

The car must not only be adequately insured, but must also be road legal; taxed; and hold a valid MOT. Again, your instructor may ask for proof of these (which may be done by an online check).

Breakdown cover and/or emergency contact details should be available during each lesson/test.

Your vehicle should be clean and tidy, be smoke free and have sufficient fuel for the lesson/test. You should also provide an additional rear view mirror for use by your instructor/examiner and display legal L-Plates to the front and rear.

You must ensure that all of the above is provided/adequate/met at the start of every lesson/test. Failure to meet any of these requirements may result in lessons not going ahead. If lessons are cancelled or abandoned inside of the 48hr notice period you agree that they will be paid for in full.

Dean Wyatt Driving School and/or your instructor are not liable for any injury, loss, damage or any other financial penalty accrued.

The instructor reserves the right to refuse to conduct training in any vehicle they feel is not safe to use and any training fees may still be payable in full.

If an incident occurs during the training that requires additional time to resolve, this time may be charged for by the instructor.

Lessons will begin and end at the same location to provide safe return of the instructor to their vehicle.

In the event of any injury or damage caused during the lesson/test, the instructor may need to claim on your insurance (regardless of fault).

Due to the lack of dual controls the instructor is not liable for the safety of the vehicle. While they will make efforts to intervene and prevent incidents, they do not have adequate control to be liable for damage, injury or any other claim.