

# **Leamington Spa Driving School**

*77 Selsey Road, Birmingham, B17 8JR*

[www.leamingtonspadrivingschool.uk](http://www.leamingtonspadrivingschool.uk)

**03 300 100 200**

## **Privacy & Data Protection Policy**

## **Professional Code of Conduct**

## **Terms & Conditions of Business**

### **Leamington Spa Driving School Privacy And Data Protection Policy**

Leamington Spa Driving School is committed to only collecting, holding and using data in accordance with UK law, including, but not limited to the Data Protection Act 2018 and the General Data Protection Regulation 2018 (GDPR).

#### **Collection and holding of data:**

In the course of providing a service to clients it is necessary that Leamington Spa Driving School will collect and hold data relating to their clients.

This data could include; contact details, driving licence and driving test details; details of tuition provided and the client's progress and learning; payment details; 'video' recordings of the driver's view whilst driving; video and audio recordings of the inside of the car during driving lessons.

#### **Access to data:**

Client data will be available to the client's driving instructor and Leamington Spa Driving School management or administrative personnel.

Client data will also be available to any agents used by Leamington Spa Driving School to aid the efficient running of the driving school.

As at April 2021 Leamington Spa Driving School use Driving Instructor Services Ltd for the purpose of; telephone call handling; diary management and other office and administrative tasks, so client data is shared with Driving Instructor Services Ltd.

#### **Use of data can include:**

- The normal contact between a company providing a service and their clients, including contacting clients in relation to their tuition or any other road safety matters that we think they maybe interested in.
- Marketing products or services that we feel the client maybe interested in; any marketing of this type will not be excessive, and will not involve the sharing of any personal data with any other organisation.
- Maintaining a record of who is driving a vehicle and when, for use in the event of a motoring or other offence being committed or a collision.
- The monitoring of the progress and performance of clients.
- The monitoring of the performance of driving instructors, this may include sharing information about clients internally within Leamington Spa Driving School and with DVSA.
- Booking & managing theory or driving tests on behalf of the client, this will involve sharing data with DVSA or any other relevant testing organisation.
- Complying with financial, taxation and other legal requirements.
- Keeping records and evidence of; lessons taken; payments made; subjects taught; client progress and performance, which may include video and audio of training sessions in order to protect all parties in the event of any dispute or allegation relating to financial matters, tuition, or behaviour of either the driving instructor or the client.
- Video recordings of the driver's view whilst driving may be used for training purposes, or published on the internet to illustrate road safety issues or other points of interest, video recordings will not be used in these ways if the client is identifiable unless consent is given by the client.

#### **Sharing Data:**

- No personal data will be passed to any third party unless;
- There is a need to do so in order to provide a service to the client;
- It is necessary for the efficient running and administration of Leamington Spa Driving School;
- There is a legal requirement to do so;
- Or, the client has given their permission for their data to be shared

### **Leamington Spa Driving School Professional Code of Conduct**

Leamington Spa Driving School and all driving instructors working on behalf of Leamington Spa Driving School abide by a Professional Code of Conduct.

The Professional Code Of Conduct is to ensure that high standards are maintained, and to provide our clients with reassurance and protection.

The client will be provided with a copy of, or access to;

- 'Leamington Spa Driving School Professional Code of Conduct'
- 'Leamington Spa Driving School Terms and Conditions of Business'
- 'Leamington Spa Driving School Privacy and Data Protection Policy'
- Details of lesson and other fees
- Contact details for both the Driving Instructor and Leamington Spa Driving School

Neither the public in general, nor any client in particular will be misled in relation to:

- The services provided by Leamington Spa Driving School
- The qualifications of driving instructors
- The costs in relation to the client's course of tuition
- The time required to complete the client's course of tuition
- The amount of tuition required to reach driving test standard in the case of provisional driving licence holders
- The amount of tuition required to reach the required standard, relevant to the course of tuition being received

The driving instructor will at all times behave in a professional manner, treating clients with respect & consideration, improper language will be avoided, as will inappropriate physical contact with clients.

The driving instructor will maintain proper standards of dress and of personal hygiene.

The driving instructor will not give driving tuition whilst under the influence of alcohol or drugs.

The driving instructor will endeavour to use all their skills to teach the client to drive safely and legally.

The driving instructor and Leamington Spa Driving School will act in accordance with; The Data Protection Act 2018; The General Data Protection Regulation 2018 (GDPR); and 'Leamington Spa Driving School's Privacy & Data Protection Policy'.

Information relating to the client's ability or progress will be treated as confidential, and will not be discussed with any other party, except for normal consultation within the driving school, or if the tuition is being paid for by a third party, then they shall have the right to this information with the client's knowledge.

All vehicles used for driving tuition will be legal and roadworthy, they will be taxed, properly insured for driving tuition, where appropriate have an MOT, and will be properly maintained.

Tuition vehicles are working vehicles but the driving instructor will also take reasonable care that they are kept clean and tidy.

Every effort will be made to ensure that no laws are contravened, either by the driving instructor, Leamington Spa Driving School or by the client.

This will include, but is not limited to, laws relating to driving licences, the giving of driving instruction, and all motoring laws.

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Leamington Spa Driving School will only use driving instructors who have undergone an Enhanced Disclosure and Barring Service Check (formerly called an Enhanced Criminal Records Bureau Check) and are authorised to give driving instruction by the Driver & Vehicle Standards Agency.

The driving instructor & Leamington Spa Driving School have the right to refuse the provision of professional services, however, this will never be done in contravention of any legislation concerning discrimination.

The driving instructor and Leamington Spa Driving School will keep records of and issue receipts if requested for any monies paid in advance for driving lessons, driving test fees or any other purpose.

### **Complaints**

If the client is not happy with any aspect of tuition, or of the standard of service offered, they should either raise the matter with their driving instructor, or if they prefer with James Quinn at Leamington Spa Driving School, with the minimum delay, and not later than seven days from the date of the cause of the complaint.

Every effort will be made by the driving instructor / driving school to resolve any complaint or issue.

If the client and Leamington Spa Driving School cannot reach a satisfactory agreement then the client can approach 'The Approved Driving Instructors National Joint Council' for non binding arbitration.

## **Leamington Spa Driving School Terms and Conditions of Business**

### **Introduction**

The terms & conditions of business under which driving instruction is provided are outlined below.

These terms & conditions of business are a contract between the client and the driving instructor & Leamington Spa Driving School.

Any alterations to these terms & conditions of business will always be notified to the client in writing, in advance of the change.

These terms and conditions shall be construed under the laws and subject to the sole jurisdiction of the courts of England & Wales.

These terms and conditions of business do not affect your statutory rights.

### **Professional Code of Conduct**

The driving instructor and Leamington Spa Driving School abide by a Professional Code of Conduct, copies of which are available on request.

### **Privacy & Data Protection**

The driving instructor and Leamington Spa Driving School will act in accordance with; The Data Protection Act 2018; The General Data Protection Regulation 2018 (GDPR); and 'Leamington Spa Driving School's Privacy & Data Protection Policy'.

### **Documentation**

Before or on the first driving lesson, the client will be provided with access to a copy of; 'Leamington Spa Driving School Professional Code of Conduct', 'Leamington Spa Driving School Terms & Conditions of Business'; 'Leamington Spa Driving School Privacy & Data Protection Policy'; details of lesson and other fees; and contact details for both the driving instructor and Leamington Spa Driving School.

Leamington Spa Driving School will endeavour to keep up to date versions of these documents available at www.leamingtonspadrivingschool.uk.

The client will be asked to confirm that they have read, and agree to be bound by 'Leamington Spa Driving School Terms & Conditions of Business', this can be done either by signing a copy of the document, or by online confirmation.

### **Entitlement to Drive**

The client must hold a current, valid driving licence that entitles them to drive in the UK.

The client must satisfy the requirements of medical fitness to drive, including being able to read a number plate at the prescribed distance.

The driving licence must be produced at the client's first driving lesson, and it will also be checked periodically by the driving instructor.

The client will allow and facilitate their driving instructor or Leamington Spa Driving School to check their entitlement to drive periodically with DVLA.

Any points, endorsements, bans, convictions, or restrictions of any kind on your driving licence must be notified to Leamington Spa Driving School immediately.

Any medical condition or disability that might affect your ability or entitlement to drive must be notified to Leamington Spa Driving School immediately.

### **Fitness to Drive**

It is the client's responsibility to ensure that they are fit to drive.

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The client must inform their driving instructor or Leamington Spa Driving School as soon as possible of any medical condition, disability or injury that may affect their ability or entitlement to drive.

The client must inform their driving instructor if they feel unwell before or during a lesson.

The client must ensure that they do not drive whilst under the influence of alcohol, or drugs (some prescription and 'over the counter' medicines can cause drowsiness).

The client should ensure that they do not arrange driving lessons at times when they are likely to be tired, stressed, or otherwise distracted.

The client must wear suitable footwear, and clothing that does not restrict movement, or impede their ability to drive safely in any way.

Where spectacles or contact lenses are required in order to meet the eyesight requirement for driving, they must be worn at all times while the client is driving.

### **Behaviour**

The driving instructor & Leamington Spa Driving School will not tolerate any form of verbal or physical abuse, whether directed at the driving instructor, a driving examiner, or any other road user.

The driving instructor reserves the right to terminate any lesson at any stage should in their sole opinion they feel that it is inappropriate to continue because of the client's behaviour, sobriety or state of mind. In these circumstances the lesson fee is forfeit, and it is at the instructor's sole discretion as to whether further transport is provided.

### **Payments**

All driving lessons must be paid for either in advance, or at the start of the lesson, credit is not offered.

Any Client booking a 1 or 2 day intensive course, or, 8 or more hours (including time for driving test appointments) in any 7 day period will be asked to pay in full at least 7 days in advance of the first lesson of the booking.

This will be treated as an affirmed booking, and if any of the time booked is cancelled after the due payment date, the fee will be forfeit.

Any client booking an intensive course of 3 days or above will be asked to pay a deposit at the time of booking and to pay in full at least 28 days prior to the course start date. The course will be treated as an affirmed booking.

Cancellation of the course by the client giving more than 28 days notice prior to the course start date will result in a full refund being given.

In the event of cancellation of any of the time booked by the client giving more than 15 days notice before the first day of the course, a refund will be given equivalent to 50% of the course fee for the time cancelled.

Cancellation of any of the time booked by the client giving less than 15 days notice before the first day of the course, will result in the fee being forfeit in full.

Payments may be made by cash, cheque, bank transfer, credit, or debit card.

Where a client falls into arrears with payments, Leamington Spa Driving School reserve the right to discontinue tuition until such time as the client's account is brought up to date, this may include withholding the use of the driving school car for a driving test.

In the event of a cheque or card transaction being returned by your bank, an additional charge will be made of £40.00 to cover bank charges and administration costs incurred.

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In the event of further action being needed to recover any monies owed further charges may be made to cover costs and administration.

#### **Lesson Fees**

Before or on the first driving lesson, the client will be supplied with a copy of, or access to, details of tuition fees.

Any alteration of tuition fees will always be notified in advance, and a copy of the new fees supplied as soon as practicable.

#### **Change of Driving Instructor**

It is the aim of Leamington Spa Driving School to have one driving instructor conduct all of your tuition in order to aid continuity, however it might sometimes be necessary that a change of driving instructor occurs, in these circumstances the client shall have the right to decline lessons from the replacement driving instructor.

Leamington Spa Driving School will not be responsible for any losses (e.g. test fees) if the client chooses to decline lessons from the replacement driving instructor.

#### **Change of Tuition Vehicle**

Tuition vehicles are periodically changed, either permanently, when a vehicle is sold, or temporarily, due to mechanical or other problems.

Leamington Spa Driving School will not be responsible for any losses (e.g. test fees) if the client chooses to decline lessons in the replacement vehicle.

#### **Postponement of Lessons by Leamington Spa Driving School**

Lessons might sometimes need to be postponed at short notice due to illness, mechanical breakdown or some other emergency or unforeseen occurrence, a mutually agreeable alternative appointment will be made.

Every effort will be made to notify the client of the postponement as soon as practicable, however in some circumstances it may be difficult to notify the client in advance of their appointment time.

In all other circumstances Leamington Spa Driving School will endeavour to keep all appointments, however when it is necessary to alter an appointment a minimum of 24 hours notice will be given.

#### **Postponement of Lessons by Client**

Any driving lesson appointment which the client does not keep or does not give at least 24 hours notice of cancellation will be charged for in full.

Any Client booking a 1 or 2 day intensive course, or, 8 or more hours (including time for driving test appointments) in any 7 day period will be asked to pay in full at least 7 days in advance of the first lesson of the booking.

This will be treated as an affirmed booking, and if any of the time booked is cancelled after the due payment date, the fee will be forfeit.

Any client booking an intensive course of 3 days or above will be asked to pay in full at least 28 days prior to the course start date. The course will be treated as an affirmed booking.

Cancellation of the course by the client giving more than 28 days notice prior to the course start date will result in a full refund being given.

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In the event of cancellation of any of the time booked by the client giving more than 15 days notice before the first day of the course, a refund will be given equivalent to 50% of the course fee for the time cancelled.

Cancellation of any of the time booked by the client giving less than 15 days notice before the first day of the course, will result in the fee being forfeit in full.

Notice of cancellation by the client can be given by telephone directly to your driving instructor or by telephone to the office of Leamington Spa Driving School.

The time of cancellation will be deemed to be the time when the message is received by either your driving instructor or by the office of Leamington Spa Driving School, (not when the message is sent).

When giving notice of cancellation of a driving lesson appointment please note that there may be a delay in the message being received if you are cancelling at weekends, bank holidays or out of office hours, so please allow extra time to avoid being charged.

Leamington Spa Driving School reserve the right to impose a longer period of notice required for the cancellation of appointments on any client who consistently cancels lessons and also to insist on prepayment for all appointments.

#### **Appointment Times**

The client should keep a record of appointment dates and times in order to avoid missed appointments (appointment cards are available).

The driving instructor will wait 10 minutes after the appointment time before deeming the lesson to have been cancelled with insufficient notice.

The driving instructor will make every effort to be punctual, however traffic conditions may sometimes make this difficult, so the client should allow a 10 minute waiting period.

The lesson will commence either at the appointed time, or the time that the driving instructor arrives, if that is later.

#### **Driving Tests**

Driving Tests should not be booked without first ascertaining the availability of your driving instructor and car, and agreement being reached with your driving instructor as to your readiness for the driving test.

Clients should notify their driving instructor of the time, date and location of their driving test as soon as practicable, and the appointment booking confirmation must be shown to your driving instructor for verification on the next driving lesson.

No responsibility will be taken by Leamington Spa Driving School for incorrect bookings unless the driving test booking confirmation is produced.

No responsibility will be taken by Leamington Spa Driving School for driving tests booked at times when the driving instructor is unavailable.

Clients will only be allowed the use of the driving school car for a driving test if the driving instructor agrees that the client is at test standard.

In the interests of road safety Leamington Spa Driving School reserves the right to withdraw the use of car for the driving test, when in the driving instructor's sole opinion the client is not at test standard.

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Where the use of the driving school car is withheld for a driving test, the driving instructor will where possible give the client sufficient notice to enable them to cancel the test without loss of the test fee, this may not always be possible when the course of tuition is of an intensive nature.

No responsibility will be taken by Leamington Spa Driving School for withdrawing the use of car for the driving test when, in their sole discretion the driving instructor assesses the client as not being ready for test.

**Cancelled Driving Tests**

When a driving test is cancelled due to mechanical failure of the driving school car, illness of the driving instructor or any other reason that is the responsibility of Leamington Spa Driving School then the client will be entitled to the cost of their next driving test fee to be paid for by Leamington Spa Driving School, this is irrespective of whether the client continues to have driving lessons with Leamington Spa Driving School.

The next driving test fee will not be paid for by Leamington Spa Driving School if the client is given sufficient notice to cancel their driving test appointment without loss of the test fee.

Leamington Spa Driving School will not be responsible for any additional tuition fees incurred whilst waiting for the next driving test appointment.

Leamington Spa Driving School have no control over driving tests cancelled by DVSA.

When a driving test is cancelled by DVSA the full fees due to Leamington Spa Driving School for driving lessons and the use of the car for the driving test are still payable in full, unless cancelled in accordance with the normal period of notice.

When DVSA cancel a driving test because there is not an examiner available it can be possible to claim back any losses incurred by the client, including a proportion of lesson fees, this is the responsibility of the client, not Leamington Spa Driving School.

When a driving test is cancelled because the client's documents are not in order the full fees due to Leamington Spa Driving School for driving lessons and the use of the car for the driving test are still payable in full, unless cancelled in accordance with the appropriate period of notice.

**Refunds**

When a client pays in advance for lessons, they shall be entitled to a refund at any time of any monies for unused lessons, for accounting purposes this refund will normally be made by cheque.

When a discount has been given for the prepayment of lessons, and a refund is requested, the lessons taken by the client will be charged at the full single lesson hourly rate, and the balance refunded.

**Supervision**

For the purposes of assessing, maintaining and improving standards, it may occasionally be necessary for another driving instructor or driving examiner to observe a driving instructor giving tuition. The client may expect an observer to be present on any of their lessons, notice of this would usually be given in advance of the lesson, however this might not always be possible.

Driving Examiners are periodically supervised conducting driving tests, therefore the client might be accompanied on their driving test by a supervising examiner, this is a legal requirement.

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**Lessons in Clients Own Car**

All driving lessons are normally conducted in the driving school cars.

On rare occasions tuition may be given in the client's own car, this will only be done if the individual driving instructor is willing to do so, and they may require an initial driving assessment in the dual controlled driving school car before doing so.

The client's car must be legally roadworthy, taxed, insured and mot'd (when necessary).

The client's car must be insured for the use of the driving instructor to give professional driving tuition, and for the driving instructor to drive, this must be confirmed in writing by the client's insurance company.

The use of the client's car is entirely at the client's own risk, and neither the driving instructor nor Leamington Spa Driving School will be held liable for any damage or accident howsoever caused.

There will be no alteration in fees payable in view of the increased risk and responsibility of giving tuition in a non dual controlled vehicle.

**Client's Property**

The client is responsible for the care of any property they have with them when attending a driving lesson, and should ensure they do not leave anything behind.

The driving instructor and Leamington Spa Driving School will take no responsibility for any loss of or damage to any property belonging to, or in the possession of the client.

**Legal Liability**

The client, in accordance with road traffic law, is legally responsible for any traffic offences that occur whilst they are in charge of the vehicle.

The driving instructor will endeavour to train the client to the highest possible standard, however they can not be held responsible for the standard of driving or any errors that are committed whilst they are not giving tuition, either before or after the client passes a driving test.

**Complaints**

If the client is not happy with any aspect of tuition, or of the standard of service offered, they should either raise the matter with their driving instructor, or if they prefer with James Quinn at Leamington Spa Driving School, with the minimum delay, and not later than seven days from the date of the cause of the complaint.

Every effort will be made by the driving instructor / driving school to resolve any complaint or issue.

If the client and Leamington Spa Driving School cannot reach a satisfactory agreement then the client can approach The Approved Driving Instructors National Joint Council for non binding arbitration.

**Clients Details**

Name.....

Address.....

Licence Number.....

I Have Read These Terms & Conditions Of Business And I Agree To Be Bound By Them

Print Name.....

Signed.....Date.....

