

TERMS AND CONDITIONS & DATA PROTECTION POLICY

**YOUR FULL NAME
INCLUDING ANY MIDDLE NAME (S)**



DRIVER LICENCE NUMBER: _____

• HOME ADDRESS: _____ POSTCODE: _____

• DATE OF BIRTH: _____ / _____ / _____

• MOBILE NUMBER: _____

• Medical conditions or other information that should be known or important to share?

DATA PROTECTION

1. Your driving instructor with your consent and following the new General Data Protection Regulations 25th May 2018 will need to hold certain information about you- the details you provided above.
2. A digital image will also be taken of your provisional or full driving licence as proof of identification.
3. Your information will be stored in an encrypted file and password protected. Your personal information will never be shared via third party without your notice i.e. speeding tickets if caused by you during your driving or practical test; your details will be used.

The information provided is only used to maintain your driving record and to contact you.

A picture of who you are and your name would only be used as a promotional or marketing purpose after passing / completing your practical test i.e. website, Facebook, Instagram or Google+.

Once you have passed your practical test or decided to end lessons for whatever reason, your details will not be held longer than necessary i.e. maximum 3 months and deleted. Any information that would be kept is your name and a contact number, NOTHING more.

For this to happen I will need your consent. This consent can be withdrawn at any time by you directly and not a third person i.e. your parents unless you are under the age of 18 years.

Please delete as appropriate:

I do / do not consent to my data being held and used for the above purposes. Please note, if you do not consent, driving lessons will stop automatically!

I do / do not consent to my picture being used for the above purposes.

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LEGAL REQUIREMENTS

Driving Licence:

You must be of legal age to drive and hold a valid Provisional or Full UK/Northern Ireland or International licence. For every driving lesson, motorway, pass plus or refresher lesson, your driving licence must be present. On your first lesson, you will be expected to 'Share your Details' using the government website at: <https://www.gov.uk/view-driving-licence> you will also need your National Insurance number, this is used to check for any points, fines or claims on your driving licence and if legal to drive.

Eye Sight:

You must be able to read a standard UK approved number plate at a minimum distance of 20.5 metres /67 feet (roughly 5 cars length). If you need to wear glasses or contact lenses in order to meet this requirement then you must wear them whenever you drive.

Health & Safety:

Wear suitable clothing and practical footwear – NO heels, flip flops, work boots etc. Your instructor cannot accept responsibility for any injury, loss or damage arising from a driving lesson.

Medical:

You must not be under the influence of any drugs/alcohol during the training. Any medication or tablets that could affect your driving ability must be mentioned at the beginning of each lesson.

Mobile Phones:

Must be switched off or on silent. It is illegal to handle a mobile device whilst driving. This is also true for your driving instructor.

IF NONE OF THESE REQUIREMENTS ARE MET, THE FULL LENGTH OF A LESSON WILL BE CANCELLED AND CHARGED ACCORDINGLY. YOUR INSTRUCTOR DOES NOT HAVE THE RESPONSIBILITY TO RETURN YOU HOME OR WORK PLACE.

NIKI DRIVER TRAINING

Driving Lessons

Pupils are expected to take at least one lesson per week; lessons are subject to availability and operate on a first come first serve basis. Please book in advance to avoid disappointment. Your instructor is unable to keep spaces open for pupils who do not take weekly driving lessons. Your instructor reserves the right to refuse driving lessons to any pupil without giving a reason.

IT IS NOT THE RESPONSIBILITY OF YOUR INSTRUCTOR TO CONTACT YOU FOR DRIVING LESSONS.

Payment & Offers & Refunds

All payments must be paid in FULL by cash or BACS transfer in advance or on the day of the lesson.

Any offer taken are non refundable or transferable. Offers must be taken within 8 weeks of the first driving lesson or first payment given. The price of a driving lesson can go up with inflation, but a warning of 2 weeks notice is provided for each pupil.

It is the pupil's choice and responsibility to continue with driving lessons; a free theory can only be taken after the first 10 hours are completed, if you decide to leave/stop before this time period the free theory is invalid. If you have completed the first 10 hours and have decided to stop for what ever reason and have not taken a driving lesson within 28 days, you lose your free theory.

If you suddenly stop and there is no contact/ communication within 8 weeks of your last driving lesson, any money owed is non refundable. Refunds are BACS transfer ONLY. No Cash.

Punctuality & Cancellations

Your instructor will show up at the pre-arranged location and time, if your driving instructor shows up late, the time owing will be added to that driving lesson, or a future one. Your instructor has the right to rearrange or cancel any appointment to a time convenient to both parties if not available for any reason. For example due to unforeseen circumstances such as illness, breakdowns, accidents, car repairs (bulbs, tyres) traffic hold ups etc. If your instructor cancels the lesson, no fee will be charged.

FAILURE TO GIVE 48 HOURS NOTICE OR NOT ATTENDING A LESSON WILL RESULT IN PAYMENT CHARGES.

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Punctuality & Cancellations - Continued

If pupil does not show or contact the driving instructor at the pre-arranged location and time after 10 minutes, your instructor will leave with no contact and the full length and amount of the lesson will be charged. This money owing must be presented at the next lesson or if you have paid a block booking, any remaining hours will be used to cover cancellations. If you refuse to pay the lesson you owe, any theories or practical tests will be not be booked OR you will be taken off your instructor's diary and no refund given.

Lessons must be cancelled by text message ONLY, but must be acknowledged by your instructor with either a telephone call or text message back confirming the cancellation. If you wish to cancel/ change/ alter / reduce the lesson time, for whatever reason, a minimum of 48 hours notice must be given.

Driving Penalties

Whenever you are driving in the car, you will be under close supervision. However, your instructor cannot be held responsible for any infringement of the law. Any fines that are incurred will be the responsibility of the driver.

Damage to the Car

During lessons, your instructor will make every effort to avoid damage to the car. However, if your instructor considers that you were driving in a dangerous or unpredictable way during a lesson and actual damage is caused despite best efforts made, you will be expected to pay half towards repairs, a copy of the bill will be sent. This will be discussed at the time of the damage. In addition, during driving tests, the examiner will not prevent you, the candidate from hitting the curb or causing other similar minor damage to the car. Therefore, all damage caused by you whilst on test will be charged to you.

Practical Tests

You will be taking your practical test in the car you learnt in. Driving tests take priority. Your instructor will give honest advice towards test applications. Regular lessons must be continued up to test day or you will be asked to move your test date to be more prepared. The cost to use the car on test day is the price of a two-hour lesson. A practical test must be suitable for both pupil and your driving instructor. You must use your driving instructors ADI number to avoid conflict with other pupils. Email confirmation must be sent to pupil and driving instructor. Your instructor does not offer a service just to take pupils for driving tests. If none of this advice is taken, your driving instructor has the right to refuse the use of the car for a test booked and/or removed from their diary.

Your instructor is NOT held responsible for:

- Tests cancelled by the DVSA for whatever reason e.g. weather,
- You fail because of the eyesight test, or do not bring your driving licence
- Lessons you have already paid for the 'test day' – but you can obtain a claim form from the test centre,
- You causing damage to the car before and during your practical test, costs will be sent to you,
- Breaking any laws before and during the practical test, the penalties will be sent to you

Your instructor is held responsible for:

- The test is cancelled due to the condition of the tuition vehicle or mechanical breakdown. A re test will be booked by your driving instructor at no cost to the pupil.

If you fail your driving test you are still expected to have a lesson every week until your next driving test. (This time scale is beyond your instructor control as driving tests are controlled by the DVSA).

PLEASE NOTE

It is your responsibility to inform your instructor of any personal changes, your ability or entitlement to have driving tuition (licence being revoked) or medical conditions (epilepsy). Your instructor cannot be held responsible for any communication problems that may arise due to incorrect details being held by the instructor.

By taking driving lessons with Niki Driver Training you have read and accept the terms and conditions.

Signature: _____ Print: _____ Date: _____