

Terms and Conditions For Driving Lessons at Pass with Gavin

The following terms and conditions represent the basis, upon which training is offered by your driving instructor, Gavin Williams. You will be required to electronically sign a copy of these terms and conditions before lessons can commence.

I am a self-employed Driving Instructor, and all payments are made directly to him through his company name Pass with Gavin.

Please inform me if you have any medical conditions that may affect your lessons such as asthma, epilepsy, or any other conditions (this information will be treated with strict confidence) and ensure that you have any medication, inhalers etc that you may need with you on the lessons.

Booking & Lesson Duration:

All lessons start and finish at the same location unless alternative arrangements are made in advance.

Gavin 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.

Payments and Cancellations:

Lesson fee are always payable at least 72 hours in advance of the lesson – unless you are paying in cash at the START of your lesson. If you need to cancel a lesson or re-arrange a lesson at least 48 hours' notice will be required for lessons. Failure to give at least 48 hours' notice will always result in a cancellation fee at your full lesson price.

I reserve the right to cancel a lesson at short notice if it is suspected that the pupil may be unfit to drive due to the effects of alcohol, drugs (prescribed or otherwise) or any other condition that would cause his/her driving to be dangerous or illegal. In such circumstances the lesson fee will payable.

If a block booking is made, and you do not complete the full amount of lessons for any reason, a refund of any lessons unused will be paid back to the pupil. This will be paid on the basis that any lesson taken within the block booking are charged at the standard hourly rate. Pupils must request the refund of outstanding money within a 6-month period from the date of payment, or it becomes non-refundable.

Driving Tests and Bookings:

Gavin reserves the right to refuse use of the driving school vehicle for a test if he considers that use of the vehicle would cause a risk to public safety.

Gavin reserves the right to withhold the use of the car for practical tests if in his opinion the chances of passing the test are unrealistic.

Before booking your practical driving test, please liaise with Gavin around a date and time to make sure that the vehicle is available and not being used by someone else. On the day of your test, you will need a 90-minute lesson before your test so will need to have a 2.5 hour booking with Gavin which is charged at £100.00

In the event of the driving school car being unavailable on the day of the practical test for reasons of illness or mechanical failure I will refund test fees incurred by you in full.

Gavin cannot be held responsible for test appointments cancelled by the DVSA due to bad weather, sickness, staff shortages or other reasons. Such cancellations are beyond the control of myself and therefore the lesson fee and use of car fee for the booked period will be charged. I will advise you about claiming compensation from the DVSA.

Data Protection:

Gavin Williams, Pass with Gavin Driving Instructor will keep an electronic record of your name, address, email and contact number for the period of time that you are with me. This information will remain on file for 6 years thereafter. I do not pass your information to anyone else.

I process information using your driving licence and national insurance number to do an online check (using the official government DVLA website) to access your driving licence information. After this check has been completed, I will delete both driving licence and National insurance number from my records.

On my website with your verbal permission, I will publish a photograph of you with your first name when you pass your test.

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 erase information we have 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, I will contact you to inform you.

Complaints Procedure:

Please bring to my notice any complaints that you may have, and I will endeavour to address the situation. In the event that you are not satisfied then you may make reference to the registrar of Approved Driving Instructors who will consider the matter and advise accordingly.

Covid-19 Terms

Additional terms and conditions due to the Covid-19 Pandemic and Government guidelines

Pass With Gavin Driving Instructor 07988 368 455 | Email: contact@passwithgavin.com

These are in addition to the standard company terms and supersede them where required.

Acceptance of these terms and conditions shows understanding, agreement and mitigates Gavin Williams of any additional responsibility caused by Covid-19 as long as best practice was followed. This does not affect your statutory rights.

The fundamental aim of all interactions between the pupil and instructor to ensue safety of both individuals and to make the risks involved as low as reasonably possible. It remains the sole responsibility of the client/pupil to raise concerns in advance of a lesson.

Due to the risks associated with COVID-19 and the requirements of the Driver Training environment, the instructor cannot be held responsible for the health of the pupil as long as reasonable measures are taken. To do this, Gavin will be following "best practice" guides such as:

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/>

Specifically: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/vehicles>

Because of the already risk focused environment, much of the safety assessments are already in place and as the COVID-19 situation develops we will be operating a rolling risk assessment. The pupil will be informed of any major changes in advance of their booked lesson.

Due to the increased use of chemicals being used to ensure a clean working environment, please consider any additional health risks. If you need an inhaler EpiPen or similar please inform me and ensure that you have it in a accessible place during the lesson.

Personal Protective Equipment (PPE):

It is essential that masks or visors are worn by instructor and pupil (please discuss with Gavin if this will be an issue)

Gavin will ask you in advance of your lesson if you have had a temperature, Cough, or loss of sense of taste or smell. If you have the lesson will not be able to go ahead.

Gavin will have hand sanitizer to use before you enter the car.

Gavin will ensure that the car and all touch points are wiped down with antibacterial cleaner before your lesson. Please be mindful of the social distancing guidelines outside of the vehicle. Gavin will keep the windows open to promote airflow so please make sure you are dressed to keep you warm.

If COVID-19 symptoms occur (as outlined on the NHS website) you must contact Gavin immediately. In the case of suspected COVID-19, no charge will be applied. When having to isolate due to COVID-19 contact please ensure you give Gavin as much notice as you can so that charges will not be made.

If you receive contact from NHS Track and Trace you must notify Gavin as soon as possible.

Acknowledgement:

Please sign, date, and print below to acknowledge and accept the terms set out below. If you are under 18 years old, you must ensure that a parent/guardian countersign. This can be handed to me on our first lesson or emailed back in advance.

Signature of Pupil		Signature of parent/guardian	
Print Name		Print Name	
Date		Date	