

# TERMS & CONDITIONS

## Introduction

The following terms and conditions represent the basis upon which driving lessons and courses are offered to you by Autoz Driving School (ADS) instructor.

## About you; The Pupil

Driving tuition is only available to you if you meet the following criteria: Aged 17 or over, and hold a valid United Kingdom provisional driving licence; and be legally entitled to drive in the United Kingdom

## General

ADS instructors are bound by a professional code of conduct. All cars used by ADS instructors are fitted with dual controls as part of their standard equipment. The cars are fully insured for driving tuition. ADS instructors will not smoke in the car while giving tuition.

## Qualifications

ADS instructors are licensed by the Driving Standards Agency (DSA) to give driving tuition.

Driving Licence and Eyesight The learner must hold a current, valid driving licence (provisional or full), which must be produced on or in advance of their first lesson. The learner must also check that they can read a number plate at a distance of 20.5 metres (i.e. 67 feet – about 5 car lengths) with glasses if normally worn.

## Driving under the Influence

To ensure the safety of you, your instructor and other road users your ADS instructor reserves the right to cancel any lesson if you are or if they suspect you are under the influence of drugs and or alcohol. If this occurs the full training fee for the period in question will be lost or charged.

## The Driving Test

a) Bookings – Driving tests to be booked by you. Driving test bookings always take priority over other lessons. Therefore, your lesson may be postponed allowing for someone else's driving test and vice-versa. Changes to lesson bookings as a result of this will be notified immediately. Test appointments must be notified to your ADS instructor as soon as they are known, otherwise he or she cannot guarantee to provide a vehicle for the test.

b) Use of the vehicle – In the interests of customer and public safety your ADS instructor reserves the right to withhold the use of a car for the test if, in their opinion, your driving is actually or potentially dangerous.

c) Test cancellation – Five clear working days' notice of cancellation or postponement is required by the DSA. Failure to provide the required notice will result in the loss of your test fee. Your ADS instructor cannot be held responsible for any postponement or cancellation of tests by the DSA. However, he or she will do all that is possible to arrange another test as quickly as possible and to help you to reclaim expenses from the DSA.

## Punctuality

In their own interests' learners are advised to be punctual for their lesson appointments. The ADS instructor would normally wait for a maximum of 15 minutes before the lesson would be abandoned and the lesson fee forfeited or become due for payment. A reciprocal waiting time may become necessary if the ADS instructor is delayed due to unforeseen circumstances. Any lesson time lost as a result of this would be made up by the ADS instructor either at the end of the normal lesson time if possible or at a later date.

## Learner Comfort and Safety

In the interests of comfort and safety learners are advised to wear suitable footwear and clothing which does not restrict movement. Learners must also take note of any medication they are taking that may affect their ability to drive safely and advise their instructor accordingly before taking any lesson booked.

## Complaints

In the event of a complaint all efforts must be made to resolve the problem directly with the ADS instructor.

## Limitation of liability

Your instructor and Autoz Limited are not liable to you for any loss or damage caused where, and to the extent that: There is no breach of a legal duty owed to you by the relevant person or body; such loss or damage is not a reasonably foreseeable result of such a breach; any such loss or damage, or increase in the same, results from any breach or omission by you. Any such loss or damage results from circumstances or matters outside of the reasonable control of the relevant person or body. Your instructor and Autoz Limited shall not, in any event, be liable for losses relating to any business interests you may have including, without limitation, lost profits, lost earnings, loss of opportunity or business or business interruption.

# TERMS & CONDITIONS

## Collection & use of personal data

Use of your privacy data is subject to our Privacy Notice these terms of service should be read in combination with this notice.

## Laws applying to terms and conditions

These terms and conditions are governed by the laws of England and Wales.

## Privacy Notice

This privacy notice explains how Autoz Driving School collects and processes your personal information in accordance with the GDPR.

## What is GDPR?

Information we collect. We collect and process personal data about you when you make enquiries or when we provide you with one of our services. We collect your contact details and any other details that are required to perform the specified service.

## How we use this information

We use and process your contact details and other details to fulfil a contract or prepare to fulfil a contract. This includes communicating with you, provision of services and providing customer services to you. We also use this information for our customer account record keeping.

If you agree, by verbal consent, we may use some of your personal information, such as posting pictures on social media, in our promotion and marketing such as on this website or on social media such as Facebook/Instagram/Twitter and Youtube. We have published photos and reviews of our actual customers. In case you do not want your photo to be used, let us know and we will remove it.

## Who we share this information with

We will share this information with third parties where this is necessary to fulfil a contract or perform a service. This mainly includes your instructor who will provide the service to you. The instructors are required to conform to the terms of this privacy policy and the GDPR.

When your information is passed on to these third parties it may be processed outside of the UK or EEA.

## How long will we keep your data for

Where we process data in connection with performing a contract, we keep the transactional data for up to six years (or such longer period as may be required by law).

## Rights you have

You have the following rights to your personal information:

The right to obtain a copy of your personal data; The right to rectify incorrect personal data; The right to request deletion of your personal data where its retention is no longer required; The right to withdraw consent to processing when your consent is the only basis for its collection and processing; The right to request further processing where there is a dispute in relation to its accuracy or processing; The right to object to your personal data being used for marketing or where processing is based on legitimate interest.

You may object to the processing of your personal data but not where we have to process the data to meet contractual or other legal requirements. However your rights may be limited, for example if fulfilling your request would reveal personal data about someone else, or if you ask us to delete information which we are required to keep by law or for some other compelling legitimate interest.

## Contacting us

You may contact us about this privacy policy.

## Changes to the Privacy Notice

The Privacy Notice will be updated on occasion as however the latest version will always appear on this website.

Latest update 6 November 2019.

## Booking your lessons

Please ensure that you read these Terms and conditions. Check that the details are complete and accurate before you start your lessons. By starting your lessons you agree and consent with the terms and conditions listed above.