

GJM School Of Motoring Limited

Terms & Conditions - GJM to Instructor - Booking of Tests

These Terms and Conditions are the standard terms which apply to the booking of driving theory and practical tests by GJM School of Motoring Limited. This is a business to business transaction.

You contract with Us directly in relation to these services. We do not contract with the Pupil. We do not book tests for any Pupils directly, regardless of whether they have an instructor or not. We do not require or wish for there to be any contact between Us and the Pupil.

1. Definitions & Interpretation

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - 1.1.1. "DVSA" means the Driving & Vehicle Standards Agency;
 - 1.1.2. "Fee" means the fee payable as specified in clause 4.2.
 - 1.1.3. "Preferred Test Centre". The preferred test centre for the test. Please also confirm 2nd and 3rd choices for the test centre, if the Pupil is prepared to attend a test at more than one test centre. The availability of tests varies from centre to centre. Whilst We will take into account the preferred test centre, We cannot guarantee being able to book a test on or around the Preferred Test Date at the preferred test centre.
 - 1.1.4. "Preferred Test Date". The preferred date for the test, taking into account the readiness of the Pupil for the test. Please note that the first available test may be many months away.
 - 1.1.5. "Pupil" means Your pupil to whom You provide tuition and who is also the person who will be taking the test.
 - 1.1.6. "Times & Dates Of Unavailability". Times and dates when the Pupil is unavailable to take a test. Anything that falls outside of those, will be deemed as times and dates when the Pupil is available to attend a test. If the Pupil will be using Your vehicle, You will need to ensure that You factor Your availability when submitting the times and dates. You must also specify whether the Pupil will accept a test that falls on the weekend or a Bank Holiday. Failure to specify a willingness to accept a test at weekend or Bank Holiday, will result in Us excluding those from possible test dates.
 - 1.1.7. "We / Us / Our" means GJM School Of Motoring Limited (registered company number 13492597) whose registered office is The Print Centre, Johnson Street, Atherton, M46 0RB;
 - 1.1.8. "You / Your" means the driving instructor or driving school making the request for the test booking;
- 1.2. Unless the context otherwise requires, each reference in these Terms and Conditions to: "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

- 1.4. Words signifying the singular number shall include the plural and vice versa;
 - 1.5. References to any gender shall include the other gender.
2. All our instructors are registered with the DVSA and all registrations are up to date.
 3. The booking request constitutes an offer by You to ask Us to book a test in accordance with these Terms and Conditions. No contract comes into existence until the offer is accepted by Us. We are under no obligation to accept the offer for a booking. Unless a booking request is revoked in writing it remains open for Us to accept and book the test.
 4. Our Obligations
 - 4.1. We shall, at all times:
 - 4.1.1. Endeavour to respond to booking requests promptly.
 - 4.1.2. Endeavour to make the booking promptly, if a booking request is accepted by us.
 - 4.1.3. Act in accordance with the DVSA Code of Practice for Approved Driving Instructors and act in accordance with the law.
 - 4.1.4. Supply Our services with reasonable skill and care
 5. Your Obligations
 - 5.1. You will ensure that all information supplied is provided promptly and is complete and accurate, and that You will provide any further information requested by Us promptly.
 - 5.2. You will only place a booking for a Pupil, if You are reasonably satisfied that the Pupil is test ready or will be ready by the Preferred Test Date.
 - 5.3. You will notify Us promptly, if after having placed a request for a booking, but before a booking is confirmed, if the Dates of Unavailability change and confirm those changes in writing.
 - 5.4. Before seeking to place a booking You will:
 - 5.4.1. Obtain the express consent of Your Pupil for Us to book the test using its details.
 - 5.4.2. Notify Your Pupil that You will by asking Us to book the test provide their personal information to enable Us to book the test.
 - 5.4.3. Assess whether your Pupil is test ready and only book a test if satisfied the Pupil is test ready or will be test ready by the likely test date.
 - 5.5. You will cooperate with Us promptly in relation to the services and in response to any queries We may have about any booking using the Pupil's details.
 - 5.6. If You become aware that the Pupil will be unable to attend the test as booked and it needs to be cancelled, You will notify Us immediately so that We can notify the DVSA.
 - 5.7. Any failure to comply with the above provisions in this section entitles Us to suspend or terminate the contract of which We will notify You in writing.
 6. Booking Of Theory & Practical Tests By Us
 - 6.1. If We accept a booking request We shall notify You and ask that the appropriate Fee is paid in full.

- 6.2. **Category B Fees** - If We agree to book a test for You, the following fees apply per booking:
 - 6.2.1. Theory test - £23 for test plus £12 admin fee
 - 6.2.2. Practical test, normal working days - £62 for test plus £33 admin fee
 - 6.2.3. Practical test, weekends & bank holiday - £75 for test plus £35 admin fee
- 6.3. **Category C1 Fees** - If We agree to book a test for You, the following fees apply per booking:
 - 6.3.1. Theory test - £37 for test plus £12 admin fee
 - 6.3.2. Medical & Theory Test - £97 for tests plus £22 admin fee
 - 6.3.3. Reversing Test, normal working days only - £40 for test plus £0 admin fee
 - 6.3.4. Practical Test, normal working days - £115 for test plus £0 admin fee
- 6.4. The above appropriate Fee must be paid in full before We will book the test.
 - 6.4.1. We can accept payment directly from a Pupil, by bank transfer only, provided the Pupil clearly states its name as the reference when sending payment by bank transfer.
 - 6.4.2. We permit you to provide our bank details to the Pupil for the purpose of sending payment.
- 6.5. To book a test, We also require You to provide, the Pupil's
 - 6.5.1. Full name;
 - 6.5.2. Driving licence number;
 - 6.5.3. Preferred Test Date;
 - 6.5.4. Preferred Test Centre (and 2nd & 3rd choice, if applicable);
 - 6.5.5. Times & Dates Of Unavailability, including whether the Pupil is prepared to attend a test at the weekend or on a Bank Holiday;
 - 6.5.6. Instructions as to whether the priority is the Preferred Test Date or the Preferred Test Centre
 - 6.5.7. Confirmation of any dates of failed tests by the pupil. A minimum period of time as prescribed by the DVSA, must pass before You can take a re-test.
- 6.6. Upon making a booking request, You instruct Us to book the earliest test date available taking into account the information supplied as specified above. You agree and understand this may be many weeks or months away.
 - 6.6.1. If the Preferred Test Date is identified as the priority, We will book the earliest date at any of the Preferred Test Centres, if possible at the 1st choice Preferred Test Centre.
 - 6.6.2. If the 1st choice Preferred Test Centre is the priority, We will endeavour to book the earliest date available at that test centre.
 - 6.6.3. We will not book a test any earlier than the Preferred Test Date or at a venue other than the Preferred Test Centres.
- 6.7. If, for whatever reason the test does not go ahead We shall not be liable to return any Fees paid relating to the test, unless refunded by the DVSA.
- 6.8. Under no circumstances is the admin fee refundable.
- 6.9. You must notify Your Pupil that it is free to book its own tests directly with the DVSA if it so wishes and which could be cheaper.
- 6.10. None of the fees above consist of VAT and no VAT is payable in addition to the sums set out.

6.11. If a test is failed, DVSA prescribes that a re-test cannot be taken until a prescribed number of days have passed. Currently a test cannot be taken until 10 working days have passed following a failed test although this may increase with time.

7. Change Of Test Times & Dates

- 7.1. Should for whatever reason, You wish to vary the date or time of a test that We have booked using the Pupil's details, We shall at Our discretion, and if possible, swap the test time and date for an alternative. Swapping the date may necessitate a change of test centre. Please note that ~~it is not possible for Us to~~ We will not swap tests any later than 3 14 working days prior to the test.
- 7.2. Should You wish for Us to swap or cancel a test for the Pupil, You must make the request in writing. If seeking to swap You must provide details of the revised Preferred Test Date, any revised Times & Dates Of Unavailability, and revised Preferred Test Centres.
- 7.3. We are under no obligation to swap a test or to endeavour to do so.
- 7.4. The swapping of tests may not always be possible as the availability of tests is limited.
- 7.5. Tests can only be swapped like for like, namely weekday swapped for weekday, bank holiday & weekend swapped for bank holiday and weekend.
- 7.6. You agree that if a test is booked by Us for You, that You will not swap or cancel the test by approaching the DVSA directly or through any third party. You will ensure the Pupil will not swap or cancel the test by approaching the DVSA directly or through any third party.
- 7.7. Any swapping or cancellation of tests booked by Us, must be through Us and takes place at Our discretion.

8. Liability

- 8.1. We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable and Our total liability to You shall not exceed the Fee paid;
- 8.2. We will not be liable to You for any loss of profit, loss of business, interruption to business, for any loss of business opportunity or an indirect or consequential loss. These types of loss are wholly excluded.
- 8.3. Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 8.4. We have no liability for any losses arising from a test cancellation.
- 8.5. Unless You notify Us that you intend to make a claim in respect of an event within the notice period, We shall have no liability for that event. The notice period for an event shall start on the day on which the You became, or ought reasonably to have become, aware of the event having occurred or having grounds to make a claim in respect of the event and shall expire three months from that date. The notice must be

in writing and must identify the event and the grounds for the claim in reasonable detail.

8.6. This clause shall survive termination of the contract.

9. Changes to Terms & Conditions

9.1. We may from time to time change these Terms and Conditions by giving You notice, and We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

10. Personal Information (Data Protection)

10.1. We and You shall comply with data protection obligations pursuant to law, including that relating to the Pupil, and as specified in the Data Protection Schedule at the end of these Terms and Conditions and which forms part of these Terms and Conditions.

10.2. You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by You, Your employees or agents, provided that We give You prompt notice of such claim, full information about the circumstances giving rise to it, and reasonable assistance in dealing with the claim, manage, defend and/or settle it.

11. Third Parties

11.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12. Complaints

12.1. We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that We provide a high standard of service to You, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our services or any other complaint about Us, please raise the matter with Us in person, by phone, email or post.

13. No Waiver

13.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14. Force majeure.
 - 14.1. Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

15. Severance
 - 15.1. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

16. Law & Jurisdiction
 - 16.1. These Terms and Conditions, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
 - 16.2. Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

17. Acceptance of these Terms and Conditions
 - 17.1. By requesting that We book a test for Your Pupil, You have read, understood and agree to be bound by these Terms and Conditions.

Data Protection Schedule

DEFINITIONS

“Agreed Purposes” The performance by each party of its obligations under these Terms and Conditions.

“Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures” as set out in the Data Protection Legislation.

“Data Discloser” a party that discloses Shared Personal Data to the other party.

“Data Protection Legislation” all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

“EU GDPR” the General Data Protection Regulation ((EU) 2016/679).

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“Permitted Recipients” the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement, and the DVSA.

“Shared Personal Data” the personal data to be shared between the parties under clause 1.1 of this Schedule. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (a) the names of Pupils; and;
- (b) their driving licence number.

1. DATA PROTECTION

1.1 Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

1.2 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

1.3 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

1.4 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject rights request;
- (c) provide the other party with reasonable assistance in complying with any data subject rights request;
- (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.