

GJM School Of Motoring Limited

Terms & Conditions - GJM to Pupil

These Terms and Conditions are the standard terms which apply to the provision of driving tuition by GJM School of Motoring Limited to Pupils; and where the Pupil is a "Consumer" as defined by the Consumer Rights Act 2015.

Please read these terms carefully. These terms tell You who We are, how We will provide services to You, how You and We may change or end the contract, what to do if there is a problem and other important information.

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. "Business" means any business, trade, craft, or profession carried on by You or any other person/organisation;
 - 1.1.2. "Consumer" means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of Us and who receives tuition from Us for the Pupil's personal use and for purposes wholly or mainly outside the purposes of any Business;
 - 1.1.3. "DVSA" means the Driving & Vehicle Standards Agency;
 - 1.1.4. "Preferred Test Centre". The preferred test centre for the test. Please also confirm 2nd and 3rd choices for the test centre, if You are 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;
 - 1.1.5. "Preferred Test Date". The preferred date for the test. Please note that the first available test may be many months away and We will not book a test for You unless We consider You are test ready or will be test ready by the preferred test date;
 - 1.1.6. "Price List" means Our standard price list for driving tuition. The list is available from Us upon request. Prices may be varied by Us over time and We will notify You of any changes;
 - 1.1.7. "Pupil / You / Your" means You, namely the individual to whom We provide tuition and who is also the person who will be taking the test if one is booked through us;
 - 1.1.8. "Times & Dates Of Unavailability". Times and dates when You are unavailable to take a test. Anything that falls outside of those, will be deemed as times and dates when You are available to attend a test. You must also specify whether You 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;

- 1.1.9. "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.
 - 1.2. 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. Driving Instructors
 - 2.1. All Our instructors are registered with the DVSA and all registrations are up to date. We shall display current DVSA registration certificates in any vehicle that We use for a lesson, and We will ensure that certificates are kept up to date at all times.
3. Contracts With Minors
 - 3.1. Minors are those persons under 18 years of age.
 - 3.2. Under law, contracts with Minors are only enforceable by both parties if for necessities or "beneficial contracts". If You are a minor You agree that the provision of driving lessons and the booking of tests are beneficial to You and that this is an enforceable beneficial contract.
 - 3.3. If You are a minor, You agree to be bound by these terms both as a minor and upon reaching the age of 18.
4. Our Obligations
 - 4.1. We shall, at all times:
 - 4.1.1. Use Our reasonable endeavours to provide driving instruction at the agreed lesson times;
 - 4.1.2. Use Our reasonable endeavours to train You to a high standard, but shall not be responsible for any errors made by You;
 - 4.1.3. Be professional and courteous towards You and other road users;
 - 4.1.4. Act in accordance with the DVSA Code of Practice for Approved Driving Instructors (a copy of which You can obtain from Us on request); and act in accordance with the law;
 - 4.1.5. Supply Our services with reasonable skill and care.
5. Your Obligations
 - 5.1. You confirm that, in connection with Your request(s) to receive driving tuition from Us, You are and will be a "consumer" as defined in Clause 1.1.2 above;
 - 5.2. You must hold a valid UK driving licence (either provisional or full);
 - 5.3. You warrant that the information You have provided to obtain a valid UK driving licence, has been provided accurately and honestly, including for example, information provided relating to eye sight and health. Failure to provide accurate

information may result in a UK driving licence being withdrawn by DVSA, a lesson not going ahead or a test not going ahead.

- 5.4. You must always have Your driving licence with You during lessons;
 - 5.5. If You have been banned from driving and are training for a retest, You must be legally entitled to take tuition and must present proof to Us of that entitlement before lessons commence;
 - 5.6. You must demonstrate Your ability to read a number plate from the distance specified in the Highway Code;
 - 5.7. You must always wear any relevant prescribed glasses or contact lenses;
 - 5.8. You must inform Us of any medical conditions or prescribed medication which may affect Your driving ability; and
 - 5.9. If You fail to comply with one or more of sub-Clauses 5.1 to 5.7 above, or We find that You are not a “consumer” (as defined in sub-Clause 1.1.2 above), We may immediately cancel one or more lessons. If We do so, We may in Our discretion still charge for the cancelled lessons.
6. Driving Lessons: Booking, Cancellation & Delays
- 6.1. Subject to the provisions of these Terms and Conditions to the contrary (and We draw Your attention in particular to sub-Clauses 6.7 & 6.8) for most of Our services ordered online, by email or over the telephone, You have 14 days after the date We confirm Your order to change Your mind about a purchase, but:
 - 6.1.1. You lose the right to cancel any service, when it has been completed (and You must pay for any services provided up to the time You cancel).
 - 6.1.2. You cannot cancel a test once booked unless as otherwise permitted in these Terms and Conditions.
 - 6.2. A lesson will only be made available to You if You have a pre-booked appointment for it. You should book a lesson with Us in person at Our address or elsewhere, or by phone, or by email, or via social media or through Our website. It shall be Your and Our responsibility to agree all matters relating to each lesson including, but not limited to, date, time, location and duration;
 - 6.3. Your request to book a lesson will be an offer, but whether We accept any request will be for Us to decide at Our discretion. Only if and when We tell You that We accept Your request for any particular lesson(s) will there be a binding contract between You and Us for that/those lesson(s);
 - 6.4. If You wish to make a booking for two or more lessons by means of a single booking, and in Our discretion We accept that booking, Our contract with You will be for all of the lessons concerned;
 - 6.5. We will not reserve any lesson slots or guarantee regularity of lessons over any period of time or on any particular date and/or time except that We will reserve a particular lesson slot for You if and when We accept a booking for it from You. Nevertheless, We shall use reasonable endeavours to make available regular lesson slots for You;
 - 6.6. If You know You are going to be late for a lesson, You should contact Us to tell Us. If You arrive (or are not ready) later than 15 minutes after the scheduled start time for Your booked lesson, We will try to provide that lesson but if We decide that We cannot do so, the lesson will be treated as cancelled without notice by You and, if We

then decide to make a charge for that lesson cancelled without notice, sub-Clause 6.8 below will apply;

- 6.7. You may cancel a lesson without charge if You give Us at least 24 hours prior notice of the cancellation and if You do so We will refund to You any sum You paid Us in advance;
- 6.8. If You do not give Us at least 24 hours prior notice of cancellation of a lesson, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but not more than 100% of the full price of the lesson. We will be entitled to deduct that charge from any sum You paid Us in advance, and We shall refund the balance to You;
- 6.9. If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a lesson without giving Us at least 24 hours prior notice, We will consider the circumstances and at Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 6.6 and 6.8;
- 6.10. If We wish to cancel a lesson, We may do so without incurring any liability to You (and You will not have to pay for that lesson) We shall not be liable for any charge or losses as set out in Clause 15;
- 6.11. Notwithstanding sub-Clause 6.10, We may at Our discretion, without incurring any liability to You, cancel a booked lesson at any time before the start time of that lesson, including where:
 - 6.11.1. We feel there would be a conflict of interest with other business We and/or Our friends and family may have together, due to Our illness, unavailability of a suitable vehicle, or other reason beyond Our reasonable control, We are not available or able to provide the lesson fully or properly. If We cancel a lesson in such circumstances, We will refund to You in full any advance payment that You have made to Us for that lesson; We may deduct any block booking discount at Our discretion.
 - 6.11.2. We have reason to believe that You are not fit to drive at the time of the lesson due to any factors including, but not limited to, alcohol, drugs (whether prescribed or otherwise), illness or other medical condition. If We cancel the lesson for such reason, We shall be entitled, at Our discretion, either to charge You for that lesson or not to do so but in deciding whether to charge You We shall act reasonably;
- 6.12. We will use all reasonable endeavours to start a lesson at the time which You have booked but the start may be delayed by overrun of a previous lesson or by other circumstances. If a delay to the start is at least 15 minutes, or if at any time before or after You or We arrive for a lesson We notify You that there will be a delay of at least that time, You may cancel and will not have to pay for that lesson and We will refund to You in full any advance payment that You have made to Us for that lesson. If, however, in those circumstances You do not cancel the lesson, We shall add on to the lesson the time by which the start is delayed at no charge to You or, if that does not suit You, We shall add it on to a subsequent lesson, or if You do not book a further lesson We will refund a part of the fee for that lesson in proportion to the part of the lesson not added on.

7. Lessons: Location & Length

- 7.1. We will agree the location for each lesson with You at the time of booking. We may choose a location which requires additional travel in the interests of road safety. In such cases, if You wish to be picked up and taken to that location by Us, travel time will form part of the lesson time;
- 7.2. The minimum length of a lesson will be 1 hour and, if You and We agree, it may be increased by increments of 30 minutes.

8. Special Provisions Relating to C1 Lessons and Tests

- 8.1. C1 tuition and testing takes place over 2 days (the "Block").
- 8.2. Unless we agree otherwise, the 2 days will run consecutively in the same week.
- 8.3. Day one consists of 6 hours including tuition and the MOD 3A reversing test.
- 8.4. Subject to clause 8.4.1, day two consists of 6 hours including tuition and the MOD 3B on road test.
 - 8.4.1. Should You fail the MOD 3A reversing test on day one, DVSA will not permit you to take the MOD 3B on road test. In those circumstances, day two will consist of 6 hours tuition.
 - 8.4.2. It is not possible to cancel the MOD 3B test, upon failure of MOD 3A, and recover the fee. Your MOD 3B will not be refundable in such circumstances as it will not be possible to give enough prior notice to the cancellation.
- 8.5. You warrant that you are entitled to take C1 tuition and MOD 3A test.
- 8.6. If you seek to change the dates of the Block, the following provisions apply to modify the existing provisions of these terms.
 - 8.6.1. Replacing clause 6.7 above, You may rearrange the Block without charge if You give Us at least 7 days clear prior notice;
 - 8.6.2. Replacing clause 6.8 above, if You do not give Us at least 7 days clear prior notice to rearrange the Block lesson, We will be entitled to charge You for any net financial loss that We suffer due to Your rearranging the Block but not more than 100% of the full price of the lesson;
 - 8.6.3. Replacing clause 6.9 above, if due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You seek to cancel or rearrange a Block without giving Us at least 7 days clear prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 8.6 and 8.7;
 - 8.6.4. Your attention is brought to the Clauses within section 13 of these terms regarding the cancellation of tests and loss of test fees.
- 8.7. These special provisions apply in addition to the other provisions in these terms.

9. Fees & Payment

- 9.1. You must pay Our fees for all lessons, and We will charge for lessons on an hourly basis. You can obtain information on current lesson fees upon request;
- 9.2. We may change Our fees without prior notice but if We increase or reduce the fees between the time You book a lesson and the date of the lesson and You pay for it in advance of the lesson, the price increase or reduction will not apply to that lesson but

where there is a decrease We may in Our discretion decide to refund You the amount of the decrease;

- 9.3. You shall make payment to Us of Our fees in advance by cash or bank transfer. We shall give You a receipt for all sums that We receive from You.
 - 9.3.1. If making payment by bank transfer, please ensure that You state Your name as the reference when sending payment and contact Us to notify that payment has been sent.
- 9.4. We may at our discretion offer packages of a number of hours of tuition for a fixed price, ie 10 hours tuition for £350.00. By committing to a block of lessons, sometimes the price will create a saving for you when compared to buying hours of tuition individually ie 10 hours charged at a standard hourly rate £40 per hour.
 - 9.4.1. Subject to the provisions of clause 6, if the full number of hours is not used by you, you shall be entitled to request a refund of the balance of the unused hours. However, any discount on the standard hourly rate, achieved by the block purchase, will be lost.
 - 9.4.2. The refund will be calculated by applying the standard hourly rate in place at that time, for the number of hours used, and any balance returned to you. ie If a block of 10 hours was purchased for £350, 6 hours used and a refund for the 4 unused hours sought, the refund would be calculated as follows:
6 hours would be charged at the standard hourly rate £40 per hour, therefore £240, meaning a refund of £110.
The above figures are for illustrative purposes as Our fees may vary from time to time.
- 9.5. If You require an invoice or receipt, it will be addressed to You, albeit We can send a copy to a third party if You require Us to do so.

10. Vehicles & Insurance

- 10.1. We shall ensure that all vehicles that We provide are fitted with dual controls, are fully roadworthy, taxed, have a valid MOT (where relevant), and are fully insured for the purposes of driving instruction;
- 10.2. You may request to use Your own vehicle. Whether You use Your own vehicle is for Us to decide at Our sole discretion. You must provide proof to Us of Your vehicle's roadworthiness, tax, valid MOT (where relevant) and suitable insurance for the purposes of driving instruction.
- 10.3. You will cooperate fully in response to any reasonable requests by Us or Our insurers in relation to an insurance claim or event, relating to Your driving lesson or test.

11. Driving Tests

- 11.1. We shall discuss driving tests with You and inform You when We feel that You are ready to take a test;
- 11.2. You shall be responsible for booking theory and practical tests unless We agree otherwise. It shall be Your responsibility to check the details of the test on Your DVSA confirmation letter;
- 11.3. If You intend to book a test, You must check with Us before booking to ensure that We consider that You are ready for a test;

- 11.4. You must inform Us of all details of Your test including, but not limited to, its date and location at least 14 working days before Your test date;
- 11.5. When You attend a test, You must take all required documentation with You. If You do not, Your test may be cancelled and You would then lose Your test fees;
- 11.6. Unless We feel that Our vehicle is unsuitable for You to use for Your practical test or sub-Clause 11.9 applies, We generally permit Pupils to use Our vehicle for Your test, but whether We permit You to do so for Your test will be at Our discretion;
- 11.7. If We have given You permission to use Our vehicle for Your test but it breaks down or is otherwise unavailable or unusable on the date of the test, We shall use Our reasonable endeavours to arrange an alternative vehicle. If this is not possible, We shall not pay for the replacement test;
- 11.8. If Your test is cancelled by the DVSA giving You insufficient time to provide Us with the required cancellation notice of a booking, You must still pay Our fees for Our time and/or the use of Our vehicle. In that case, We shall advise You on claiming compensation from the DVSA for the cost of those fees;
- 11.9. If You have a test booked and, in Our opinion, You do not make the expected progress in Your lessons between the date of booking and the test date, We may decide not to permit You to use Our vehicle for Your test and We will not be responsible for any fees that You pay for the test if they are lost.

12. Booking Of Theory & Practical Tests By Us

- 12.1. If We accept a booking request We shall notify You and ask that the appropriate Fee is paid in full.
- 12.2. **Category B Fees** - If We agree to book a test for You, the following fees apply per booking:
 - 12.2.1. Theory test - £23 for test plus £12 admin fee
 - 12.2.2. Practical test, normal working days - £62 for test plus £33 admin fee
 - 12.2.3. Practical test, weekends & bank holiday - £75 for test plus £36 admin fee
- 12.3. **Category C1 Fees** - If We agree to book a test for You, the following fees apply per booking:
 - 12.3.1. Theory test - £37 for test plus £12 admin fee
 - 12.3.2. Medical & Theory Test - £97 for tests plus £22 admin fee
 - 12.3.3. Reversing Test, normal working days only - £40 for test plus £0 admin fee
 - 12.3.4. Practical Test, normal working days - £115 for test plus £0 admin fee
- 12.4. The above appropriate Fee must be paid in full before We will book the test.
 - 12.4.1. You can pay by cash or bank transfer.
 - 12.4.2. If making payment by bank transfer, please ensure that You state Your name as the reference when sending payment and contact Us to notify that payment has been sent.
- 12.5. To book a test, We also require You to provide Your:
 - 12.5.1. Full name;
 - 12.5.2. Driving licence number;
 - 12.5.3. Preferred Test Date;
 - 12.5.4. Preferred Test Centre (and 2nd & 3rd choice, if applicable);
 - 12.5.5. Times & Dates Of Unavailability, including whether the You are prepared to attend a test at the weekend or on a Bank Holiday;

- 12.5.6. Instructions as to whether the priority is the Preferred Test Date or the Preferred Test Centre.
 - 12.5.7. Confirmation of any dates of failed tests. A minimum period of time as prescribed by the DVSA, must pass before You can take a re-test.
 - 12.6. 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.
 - 12.6.1. 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.
 - 12.6.2. If the 1st choice Preferred Test Centre is the priority, We will endeavour to book the earliest date available at that test centre.
 - 12.6.3. We will not book a test any earlier than the Preferred Test Date or at a venue other than the Preferred Test Centres.
 - 12.7. 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.
 - 12.8. Under no circumstances is the admin fee refundable to You.
 - 12.9. None of the fees above consist of VAT and no VAT is payable in addition to the sums set out.
 - 12.10. Lesson fees apply in addition to the above fees for practical tests, should You book an instructor and vehicle for the test.
 - 12.11. You are free to book Your own tests directly with the DVSA if You so wish and which could be cheaper. Should You book a test directly, We cannot guarantee availability of an instructor and / or vehicle for the test.
 - 12.12. Should We book a test for You and You fall into arrears with Your fees, We reserve the right to cancel any test booked for you, recover any DVSA test fee refund available and credit that to the account. Should that occur, any admin fee paid will not be refundable or credited to the account.
 - 12.12.1. Prior to taking the step in sub-Clause 12.12, We shall give You 24 hours notice by email, to enable You to pay the arrears. Should the arrears be paid in full within that 24 hours, We will not proceed to cancel the test provided You do not fall into arrears again.
 - 12.13. If a test is failed, DVSA prescribes that a re-test cannot be taken until a prescribed number of days have passed. The minimum prescribed period must be adhered to and which the DVSA may change from time to time.
13. Change Of Test Times & Dates
- 13.1. Should You for whatever reason, wish to vary the date or time of a test that We have booked for You, We shall at Our discretion, and if possible, swap the test time and date for an alternative. 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.
 - 13.2. Should You wish for Us to swap or cancel a test for You, You must make the request in writing. If seeking to swap You must also provide details of the revised Preferred Test Date, any revised Times & Dates Of Unavailability, and revised Preferred Test Centres.
 - 13.3. We are under no obligation to swap a test for You.

- 13.4. The swapping of tests may not always be possible as the availability of tests is limited and if you cannot attend the test, the fee will not be refunded by Us or the DVSA.
 - 13.5. Tests can only be swapped like for like, namely weekday swapped for weekday, bank holiday & weekend for bank holiday and weekend.
 - 13.6. 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. Any swapping or cancellation of tests booked by Us, must be through Us and takes place at Our discretion.
 - 13.7. Any swapping or cancellation of tests booked by Us, must be through Us and takes place at Our discretion.
 - 13.8. If after a test is booked, You engage another driving instructor, You must notify the instructor of any test date and of Your obligations above, namely not to swap or cancel, or seek to swap or cancel, any test date booked by Us.
 - 13.9. If the DVSA cancels a test, with less than 3 days notice, You are entitled to claim for lost instructor time, up to a maximum of 2 hours tuition for B category tests and up to a maximum of 4 hours tuition for MOD 3B tests.
 - 13.9.1. We can complete the necessary forms to claim the lost instructor time but You must cooperate in the completion and execution of those, to enable Us to lodge the papers seeking the lost instructor time.
 - 13.9.2. The DVSA makes payment to You directly if the application is successful. You will pay that sum to Us, within 7 days of receipt.
14. Cancellation & Termination
- 14.1. We may, in Our discretion, terminate Your tuition if Your conduct, progress or commitment consistently falls below the standards that We reasonably expect;
 - 14.2. You may, at any time, subject to Your meeting the requirements of sub-Clause 6.7 as to giving notice of Your cancellation of lessons, terminate Your tuition by Us; and
 - 14.3. Where sub-Clause 14.1 or 14.2 applies, We shall refund to You any fees for lessons that You have paid Us in advance. We may deduct any block booking discount at Our discretion.
 - 14.4. No refunds are given in respect of C1 tuition but We will, subject to the provisions of clause 8.6 above, rearrange a Block.
15. Liability
- 15.1. 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 total of the value of the Lesson Fees and Test Booking Fees paid;
 - 15.2. 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.

- 15.3. Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability (or that of Our employees) for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
 - 15.4. Furthermore, if You are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 - 15.4.1. the Consumer Rights Act 2015;
 - 15.4.2. the Regulations;
 - 15.4.3. the Consumer Protection Act 1987; or
 - 15.4.4. any other consumer protection legislation; as that legislation is amended from time to time.
 - 15.5. **We have no liability for any losses arising from a test cancellation.**
 - 15.6. For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standards Office.
 - 15.7. 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.
 - 15.8. This clause shall survive termination of the contract.
16. Changes to Terms & Conditions
 - 16.1. 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.
17. Your Personal Information (Data Protection)
 - 17.1. We shall comply with Our data protection obligations pursuant to law, and as specified in Our Privacy Policy.
 - 17.2. In particular We will use Your personal information to:
 - 17.2.1. Provide the services;
 - 17.2.2. Process Your payment for such services; and
 - 17.2.3. If You agreed during the order process, to inform You about other services that We provide, but You may stop receiving these communications at any time by contacting Us.
 - 17.3. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available on request.

17.4. We will only give Your personal information to third parties where the law either requires or allows Us to do so.

18. Regulations

18.1. We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to book any lesson) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to book a lesson. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

18.2. Summary of Your key legal rights

18.2.1. This is a summary of Your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

18.2.2. The Consumer Rights Act 2015 says:

18.2.2.1. You can ask Us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if We can't fix it.

18.2.2.2. If You haven't agreed a price beforehand, what you're asked to pay must be reasonable.

18.2.2.3. If You haven't agreed a time beforehand, it must be carried out within a reasonable time.

19. Third Parties

19.1. 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.

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

19.3. Payment by a third party on Your behalf does not create a contract between Us and that third party.

20. Complaints

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

21. No Waiver

21.1. 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.

22. Force Majeure

22.1. 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.

23. Severance

23.1. 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.

24. Law & Jurisdiction

24.1. 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.

24.2. 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.

25. Acceptance

25.1. By booking driving lessons and / or a test, You have read, understood and agreed to be bound by these Terms and Conditions.