

Your Instructor is a Self Employed member ('Your Instructor') of Salisbury School of Motoring (SSM) ('we', 'us', 'our'). The contract for driving tuition is solely between you and your instructor.

The Driving & Vehicle Standards Agency is the government body that examines, licenses and controls the standards of all driving instructors in the UK. Your SSM instructor is examined, licensed and regularly checked by the DVSA. SSM Instructors strive to deliver the highest quality of service and training. If you have any questions or doubts about your training, please contact your Instructor or the Office without delay to discuss them.

General Conduct

Your SSM Instructor is bound by a professional code of conduct, which ensures that all SSM instructors will be polite, tidy and will not smoke in the vehicle, they will also refrain from using a mobile telephone during a lesson. They will behave in a professional and ethical manner at all times.

You are requested not to smoke or use a mobile telephone during lessons and are required to behave in a manner that does not provoke or intimidate the instructor. Aggressive or violent behavior, either physical or verbal, will not be tolerated and all future lessons will be cancelled and tuition with SSM will cease with immediate effect. In this event any monies that have been prepaid by the pupil will be refunded.

Lessons

Following the submission of your contact details by SSM to your instructor and after the instructor has contacted you in the first instance and provided his contact details, it is the responsibility of you and your instructor for agreeing all matters relating to timing, location and duration of individual lessons.

If you have a break in tuition for any reason it is the responsibility of you, "the pupil" to make contact with your Instructor to reschedule any future appointments. If you are unable to contact your instructor, you should in the first instance notify the office of any difficulty.

You must notify your instructor of any matters which affect your ability or entitlement to have driving tuition, for example (but not limited to) an illness or medical condition.

Tuition

On road tuition is only available to persons who meet the following criteria:

- Aged 17 or over, or aged 16 with a medical certificate
- Holds a valid UK provisional driving license; and is legally entitled to drive in the UK (this will be inspected on your first lesson)
- Satisfies the minimum medical and eyesight requirements

It is your responsibility to provide your instructor with proof that you have a valid license to drive before the commencement of your first driving lesson. If you fail to provide this proof, your instructor is entitled to refuse to conduct the driving lesson but may still charge you for such driving lesson.

Cancellation of Lessons

By the instructor: Due to mechanical failure or another emergency at short notice a further appointment will be made. Should a driving test be involved, the school will re-imburse the test fee if the test cannot be cancelled within the required time limit. Breakdowns do occasionally occur and every effort will be made to get another car if a driving test is involved.

By the client: At least 48 hours notice of postponement or cancellation of lesson is required. Late cancellations will be charged for.

By the testing authority DVSA: Where the lessons or tuition car hire are cancelled at short notice by the testing authority, fees are still payable. It may be possible for clients to claim lost fees from

the testing authority.

In the event that you wish to cancel and or move the date of your practical driving test, the DVSA stipulates that you give 3 clear days notice, this means that you may/will lose your DVSA test fee.

Payment

Payment will be agreed between you and your instructor at tuition commencement

Price Changes

Your instructor reserves the right to make price increases at any point during the financial year however the price agreed at the start of the contract will remain the same until the 1st test is taken (unless agreed otherwise at the start of the contract). If any further tuition is required following the 1st test, this will be at the new rate.

Price changes may also be made where you have requested to switch instructors and your new instructor charges a higher hourly rate than your previous instructor, you will be required to pay the difference in the hourly rate than your previous instructor

Vehicle

The vehicle will be properly insured, fitted with dual controls, will be correctly maintained, and kept clean and tidy at all times. On occasion it may be necessary to change the vehicle that has been assigned to you, this could be as a result of a breakdown, maintenance or safety issue, in this event, we reserve the right to change the vehicle at any time.

Your instructor reserves the right to withdraw the use of the vehicle for a test or lesson where it is apparent you are Medically unfit, in arrears of payment, fail to keep appointments or where you have booked your own practical test but your instructor doesn't believe you are at driving test standard.

Tuition in your own private vehicle

If you would like tuition in your own private vehicle, please discuss the reasons for this with your instructor. It is your instructors decision whether to proceed. There will be a need to arrange the correct insurance for business purposes and the instructor will not be held responsible for any damage, although the instructor will make every effort to avoid accident or damage. There will normally be no reduction in lesson price in view of the extra responsibility undertaken by the instructor.

Test Bookings

It is your responsibility to book, manage and attend your theory test. SSM will not arrange to collect and transport you to any Theory Tests.

Your instructor will judge the right time to apply for your driving test. This will be based on your progress and your instructor will anticipate, particularly when there are long booking times for when you will be ready. Nearer the test date your instructor may decide that you will not reach the required standard and if necessary, postpone the test. This is to save you money, avoid embarrassment of failure and will also leave a test slot available for someone who has reached the required standard.

You are responsible for providing the appropriate documents to be produced at the commencement of the driving test. Failure to have these documents will mean the test will not go ahead and fees will be lost.

If you book your Practical driving test, SSM will not be involved in arranging any cancellations or changes to those bookings. You are responsible for notifying your instructor of any test bookings that you have made and it is your responsibility to ensure that your instructor is able to provide their services and vehicle for that booking.

Should you need to cancel or move a test date you must give the required 3 days notice otherwise you will lose the right for refund or transfer value with the DVSA. You must notify your instructor of your intention.

You are responsible for informing your instructor of any dates or times that a test cannot be taken prior to a test being booked on your behalf.

Refund Policy & Warranties

You are entitled to stop tuition at any time (for the provision relating to the cancellation of individual lessons please see ('Cancellation of lessons'). If you have not taken any lesson (s) at the time of cancellation you will be entitled to a full refund of any amounts paid to SSM, subject to the points below.

- If you have taken any lesson(s) at the time of cancellation you will not be eligible for a refund on any lesson(s) taken
- Where it is possible to do so, we will make a refund to you using the same method you used to pay us for your lessons when you made the payment. If for any reason we are unable to do this, we reserve the right to refund you by any other method we deem appropriate.

Insurance

Your Instructor will carry the appropriate motor insurance, should you be involved in a collision

Transferability of Lessons

The transfer lessons which have been purchased in your name to another person can be arranged at the instructors discretion.

Data Protection

In line with the GDPR, by you taking driving lessons with SSM, you automatically consent and agree to us holding your personal information. Any Personal Data you provide will be held securely and in accordance with the Data Protection Act 1998. SSM will only ask for the minimum necessary information to commence lessons and we will only use the data that you provide to us for lesson purposes or to facilitate the booking of Driving Tests with the DVSA. We will not contact you for marketing or advertising purposes and will not pass your details to any third parties without your consent. We will however supply your details to any police authority or fraud investigation team should we be legally required to do so. You are entitled to request any personal information we hold for you at any time. This will be provided within 5 working days.

Please see our Privacy Policy on www.ssmtuition.co.uk for further details.

In car recording

Some SSM instructors have in car dash cameras. The footage from the cameras can be crucial in the event of an accident as well as being an invaluable teaching aid. Your instructor will notify you if they have a camera and you must inform them if you are not happy to have lessons recorded. The footage from your lesson will never be uploaded in the public domain or used without your permission.

Safeguarding

If we have concerns over safeguarding, we have a duty to report this to the appropriate authority. We have a responsibility to promote the welfare of all children and young people, to keep them safe and to practise in a way that protects them.

Please see our Safeguarding Policy on www.ssmtuition.co.uk for further details.

Complaints Procedure

If you have any concerns or complaints, these should be placed in writing. If you have a complaint regarding your Instructor, you should in the first instance discuss any issues that you have with them. If the Instructor is unable to resolve any dispute or matter of dissatisfaction, then in the second instance your complaint may be escalated by placing the complaint in writing, to: SSM Tuition, 34 Wilman Way, Salisbury, Wiltshire. Every effort will be made to address your complaint as quickly as possible.

You may request to change your instructor at any time.