

## **TERMS AND CONDITIONS OF DRIVER TRAINING – JOE BASS APPROVED DRIVING INSTRUCTOR**

***These Terms and Conditions set out the ground rules for all of your driver training with Joe Bass.***

To be clear – these rules apply to both the customer and your driving instructor. The only exception to the rules herein would be where the driver training vehicle is unexpectedly off the road due to mechanical failure.

These Terms and Conditions are an integral part of your tuition, and will be issued to you upon request or downloaded from <https://www.drivewithjoe.co.uk>.

It is your responsibility to attend all lessons with a valid provisional driving licence, if a lesson is attended without such a licence – the full lesson price will be due. Joe reserves the right to refuse to provide you with tuition or to cancel any lessons you have agreed to or booked, without liability, if you fail to provide Joe with the licence prior to your first lesson.

The contract for driving tuition is solely between you and Joe. You and Joe are responsible for agreeing all matters relating to the timing, location and duration of individual lessons.

Lesson prices are available on request - these may be varied at any time by Joe. All prices include VAT at the prevailing rate, where applicable.

Payment – Lessons must be paid for at least 48 hours in advance.

Payment must be made via bank transfer into the following account, using your name as reference:

Mr Joe M Bass  
110405 12984369 (Halifax)

Block payments – Joe is happy to accept payment made by bank transfer for blocks of ten hours. These funds will be held in a bank account and drawn when driving lessons are carried out. Details of these payments will be held securely within digital records.

The cost of block booked tuition is based on the lesson price in force at the time that the booking is made and will be honoured for a period of 6 months from the date of the booking. Joe reserves the right to increase the price of any unused tuition time.

Pick up points – Joe will be pleased to start and finish your lesson from different pick up points – providing these are agreed at least one week in advance – and that both are within the usual area of work.

Cancellation Policy – Lessons can only be cancelled with 48 hours notice. Where a cancellation is received within this period, the full cost of the lesson will be due. Where repeated cancellations occur, Joe reserves the right to charge for the cancelled lesson. Successful driving training depends on continuity of tuition – this policy is in place to maintain this progress.

If no payment has been received, Joe will assume the lesson is not required and will not attend your lesson.

No-shows – If you fail to attend your driving lesson at a pre-arranged date, time and location, Joe reserves the right to charge for the booked duration.

Communication – All communication must be in person – not via a relative or friend. This is for

both security and data protection. Bookings will be accepted by call or text (07934 137560), email (joe@drivewithjoe.co.uk), or via Facebook Messenger (joe.bass.adi). Please be aware that Joe may not be available to talk to you during normal working hours due to teaching commitments. He will get back to you at his earliest convenience.

Response policy - Joe will respond to all communication in a timely manner. Please be aware that his priority will always be road safety and no communication will be dealt with during driving lessons or whilst travelling between lessons. Telephone calls will not be answered during this time. Please respect Joe's personal time during evenings and weekends.

Re-arrangement Policy – Lessons cancelled but re-booked and taken within 5 days have no additional charge.

Bad Weather – Lessons will be taken as booked unless advised by Joe in every circumstance. If weather is such that Joe feels that a lesson needs to be re-arranged – he will be in contact with you.

To ensure that communication channels are in place – please ensure that Joe is aware of your contact details.

Holidays and Availability – Joe will give you the maximum possible notice of holidays / days where he is unavailable, please ensure that you do likewise – to maintain progress. Please be sure to book your first lesson after your holiday / break in tuition, to retain your place in the diary – and to maintain progress.

Refund Policy – Refunds for lessons not taken will only be made in exceptional circumstances, and entirely at Joe's discretion. Lessons already taken will not be refunded under any circumstances.

Health and Safety – Please ensure that you present yourself in suitable clothing – particularly practical shoes. It is also important to attend lessons with any appropriate glasses / lenses for reasons of road safety.

Licence Requirements - You are required to bring your provisional driving licence to every driving lesson. Failure to do so will result in the lesson being terminated and you losing your fee. You agree to Joe checking your driving licence with the DVLA using a code on request.

Medication – If you are taking any medication that may affect your ability to drive – please discuss this at the earliest opportunity with Joe.

Be aware that where a pupil presents themselves for a lesson in a condition that Joe believes to be unfit due to the effects of drink or drugs – the lesson will be aborted on the grounds of road safety – and the full lesson price will be due. There will be no exceptions to this rule. There will be no smoking at any time during any lesson.

Practical Tests – must only be booked with Joe's prior agreement. If a test is booked without Joe's agreement, there will be no assurance that his car will be available for the test. Please consult with Joe where any doubt exists. You are responsible for booking your own theory and practical tests.

Joe reserves the right to withhold the use of his vehicle for a driving test. When using the instructors vehicle for a driving test the vehicle is the responsibility of the pupil, the examiner is only present to conduct the driving test and will only intervene in the interests of public safety and that of their own and the pupil. When your instructor presents you for test the examiner

would expect your instructor to only take you if you are deemed ready for test. Your instructor is also assessed on the outcome of your test, your performance is a reflection on your instructors performance. The DVSA monitors data for the pupils taken to test, (average number of driving faults per test, average number of serious faults per test, percentage of tests where the driving examiner had to take physical action in the interests of public safety and overall pass rate) these are triggers for your instructor to be called for a standards check. Joe will only take you to test if you are ready to pass.

Joe will offer mock tests prior to booking a practical test. It is recommended you make use of this to ensure you are as best prepared as you can be before taking your practical test.

Joe will issue you with a reference number for use when booking a practical driving test. This will ensure Joe's availability for your chosen test date and time.

For further information about test readiness, please have a look at <https://readytopass.campaign.gov.uk/>

Your service will include:

1. Provide you with driving tuition at the hourly rate agreed.
2. Recommend what are, in their opinion, the most appropriate training methods and aids to help you study for your theory and hazard perception tests.
3. Design a course of lessons to match your specific driving and learning needs from your first lesson right through to your practical test.
4. Provide you with on-road lessons which will last two hours or such other duration as you and Joe will agree in advance.
5. Provide a presentable, modern, properly maintained and dual controlled car for each lesson.
6. Recommend, where appropriate, advanced courses to help you develop your skills for: motorway driving, driving in extreme weather conditions and the Pass Plus.
7. Give you relevant feedback during your lesson and encourage you to reflect on your lesson at the end of the session.
8. Monitor your progress, advise and recommend what is, in Joe's opinion, the appropriate time to book your mock practical test and once it has been agreed between you both, apply for your practical driving test and where required, Joe will advise whether it should be subsequently rescheduled.
9. Provide training on a one-to-one basis with no other learner in the car.
10. Honour the full time booked for each lesson, which should include an introduction, practical training and a debrief at the end of your lesson.
11. At all times conduct themselves in a professional manner including: i. Being courteous and considerate to you. ii. Avoiding physical contact except in an emergency. iii. Not smoking during your lessons. iv. Restricting mobile phone use to emergencies or for your benefit.
12. Reserve the right to cancel a lesson or finish a lesson early on grounds of road safety.
13. Not discriminate against you and will always abide by the law.
14. Endeavour to be on time at the agreed pick-up point and be available for the full duration of the lesson booking, subject to any circumstances beyond their control.
15. Endeavour to give you as much notice as possible should a lesson need to be rescheduled. Practical test bookings will always take precedence over driving lessons due to the current nature of test availability.
16. Respond professionally to any worries or issues that you may have and try to resolve them to your satisfaction. Joe commits to fulfill his responsibilities with regard to data protection. Any information and information provided will be treated as confidential, and handled securely. Mobile telephones will not be answered by pupil or instructor during the lesson.

Please remember to switch off your phone at the start of all lessons to prevent distraction.

## Privacy Policy

Name: Joe Bass

Phone Number: 07934 137560

E-mail: [joe@drivewithjoe.co.uk](mailto:joe@drivewithjoe.co.uk)

### *The type of personal information we collect*

We currently collect and process the following information:

Personal identifiers, contacts and characteristics (for example, name and contact details).

### *How we get the personal information and why we have it*

Most of the personal information we process is provided to us directly by you for one of the following reasons:

- To make and manage bookings
- To book practical tests on your behalf (where applicable)

We may share this information with the DVSA for the purposes of booking a practical driving test on your behalf.

Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

- (a) Your consent. You are able to remove your consent at any time. You can do this by emailing [joe@drivewithjoe.co.uk](mailto:joe@drivewithjoe.co.uk)
- (b) We have a contractual obligation.
- (c) We have a legal obligation.

### *How we store your personal information*

- Your information is securely stored in digital format.
- We keep your name, address and telephone number for the period in which you use our services. We will then dispose of your information by deleting your contact number and any messages in any format between both parties.
- We will, with your prior permission, share your name, a photograph and a brief report of a successful practical driving test result on social media. We may add a tag which will identify you within the social media platform.
- We keep digital records of your learning progress whilst you are using our services.
- We keep a digital record of all payments made and remaining balances owing.

### *Your data protection rights*

Under data protection law, you have rights including:

Your right of access - You have the right to ask us for copies of your personal information.

Your right to rectification - You have the right to ask us to rectify personal information you think

is inaccurate. You also have the right to ask us to complete information you think is incomplete.  
 Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.

Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

Your right to object to processing - You have the right to object to the processing of your personal information in certain circumstances.

Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at [joe@drivewithjoe.co.uk](mailto:joe@drivewithjoe.co.uk) if you wish to make a request.

### *How to complain*

If you have any concerns about our use of your personal information, you can make a complaint to us at [joe@drivewithjoe.co.uk](mailto:joe@drivewithjoe.co.uk).

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>

You accept the above terms and conditions upon commencing your training with Joe Bass.

Latest revision: 03 March 2024.