

Be Safe Driving School – Pupil Terms and Conditions

Your instructor and Be Safe Driving School

Your instructor is a self-employed franchisee ('your instructor') of Be Safe Driving School Limited (SDSL, 'we', 'us', 'our').

Be Safe Driving School Limited acts as an agent for your instructor in receiving your payments for driving tuition other than payments made directly by you to your instructor. Where Be Safe Glasgow Limited makes bookings with, or supplies any information or documentation to you, or processes any payments for your lessons, they act as the agent of your instructor.

The contract for driving tuition is solely between you ('you') and your instructor.

Tuition

Tuition is only available to persons who meet the following criteria:

- Aged 17 or over or aged 16 or over and in receipt of the higher rate of Disability Living Allowance (mobility component); and
- hold a valid UK provisional driving licence; and
- legally entitled to drive in the UK.

Lessons

You and your instructor are responsible for agreeing all matters relating to the timing, location and duration of individual lessons.

You must notify your instructor of any matters which affect your ability or entitlement to have driving tuition, for example, but not limited to, any lack, or loss, of a valid UK provisional driving licence.

Coronavirus*

The following extra conditions must be adhered to during the Coronavirus pandemic period:

- all pupils must arrive at the instructors car with face masks fitted and hands sanitised, before entering the vehicle.
- Any pupil displaying signs of illness, will not be allowed to enter our tuition vehicles
- any pupil who does not comply with the above will not be allowed to enter the vehicle and consequently the lesson fees are still to be charged by the instructor.
- your instructor will ensure their vehicle controls have been sanitised prior to each pupil entering the vehicle and throughout the duration of the lessons wear PPE that is designed to protect both them and you the pupil.

Postponement of lessons:

- if the government changes the R rate scale of safety, we may have to change lesson dates accordingly.*
- if the UK Government make any changes to the planned stage 3 return to work (24th August 2020) we may have to change lesson dates accordingly.*

We're Covid-19 Secure*

- This means that we will continue with DVSA guidelines to make our pupils secure from Covid-19 by:
 - Sanitising all controls
 - Clean door handles
 - Wash hands regularly
 - PPE / Face masks to be worn (unless agreed / special circumstances)
- We will not be held responsible or liable should anyone become infected following a driving lesson in one of our instructor tuition cars or premises.

Cancellation of lessons*

If you or your instructor wish to cancel a lesson a minimum of 48 hours prior notice should be given. If your instructor cancels a lesson without giving this minimum period of notice your instructor shall rearrange the lesson. Cancellations by you must be directly between you and your instructor.

If you do not give at least 48 hours' notice of cancellation you will be charged for the lesson(s) concerned in full. Please note that in the event of you having booked your driving test, the Driver and Vehicle Standards Agency (DVSA) stipulates that you need to give three clear working days to cancel your test. This may mean that you may/will lose your DVSA test fee if your instructor says you are not ready for test within this three-day notice period.

Timekeeping & Traffic delays

Our instructors cannot be held responsible for delays due to traffic delays

Any lesson start time that is running late, the pupil will be contacted by the instructor in advance (phone signal providing)

Where possible, our instructors will make up any lost time at the end of the current lesson or add to a future booking

Any loss of test fees, due to late arrival, are non-refundable by either Be Safe Driving School, their Instructors or DVSA

Collection and use of data (GDPR) – Privacy Policy:

Any personal data you provide will be held securely and in accordance with the Data Protection Act 1998.

We will use your personal data for the purpose(s) for which you have provided it. It may also be used for marketing, research and statistical purposes and crime prevention.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you by formal written application to Be Safe Driving School 42 Hillend Rd Glasgow G73 4JX

By providing us with your personal data and contact details, you consent to the use of that data and to your being contacted by Be Safe Driving School, by post, telephone, email, SMS or other electronic means, to inform you about products and services which it considers may be of interest to you. These sources are collected by:

- Worldpay Payment Merchants
- Xero Accounting
- PayPal
- Mailchimp
- Trustpilot
- Theory Test Pro
- Facebook
- Twitter
- Snapchat

However, you can unsubscribe from these messages at any time.

Your calls to the Customer Service Centre may be recorded for security, quality monitoring and training purposes

Online payments

Be Safe Glasgow Ltd will accept online payments via the following companies

- Bank Transfer
- PayPal

As afore, Be Safe Glasgow Ltd are agents for your instructor in receiving your payments for driving tuition other than payments made directly by you to your instructor. Where Be Safe Glasgow Limited makes bookings with, or supplies any information or documentation to you, or processes any payments for your lessons, they act as the agent of your instructor.

Payments and lesson bookings

You must pay for any tuition at least 48 hours before the start of the lesson by using one of the following methods:

- Payment by credit or debit card or by validated Be Safe Driving School voucher or gift card by telephoning Be Safe Driving School Customer Service Centre on 07772520922.
- Once your instructor has been allocated and completed the first lesson, whether a one-hour lesson or part of a block booking, Be Safe Driving School will transfer the full payment received for this lesson and/or the outstanding balance of the block lesson to the instructor 24 hours after the lesson the payment has/had been allocated too.
- Payment by cash direct to your instructor

Be Safe Driving School has no responsibility or liability to you for payments made by any other means. If you pay your instructor directly by any method, you should obtain a receipt. Be Safe Driving School accepts no responsibility for any payments made directly to instructors.

Gift Vouchers:

- have no cash value and must be redeemed against tuition only.
- are not transferable once they have been redeemed.
- are only available to be redeemed once per pupil
- are valid for six months from date of purchase
- can only be redeemed once and will be withheld by the instructor once presented
- can be redeemed when / assigned to an instructor, when such instructor/s are available to take said lessons
- only entitle the user to the hours stated on the voucher
- users must have relevant driving licence to redeem said voucher
- proof of purchase may be required

e-Vouchers:

- An e-Voucher entitles the named pupil one £5 discount on their first driving lesson with Be Safe Driving School
- They cannot be exchanged for cash
- They have no cash value
- These e-Voucher's can only be redeemed once and will be noted on pupil payment record accordingly
- To redeem the voucher, it must be advised at the time of the booking via the Be Safe Driving School Office 07772520922
- Only one e-Voucher is valid for the named pupil only and cannot be transferred
- Issued e-Vouchers cannot be accepted after the expiry date displayed on the voucher
- Duplication of any e-Voucher will deem the original e-Voucher invalid
- All e-Voucher users must have relevant driving licence in order to redeem the voucher
- We reserve the right to alter, cancel or amend these terms and conditions without notice

Price changes

The cost of prepaid tuition is based on the lesson price in force at the time of booking and, with the exception of the circumstances set out below, will be honoured for 12 months thereafter irrespective of any price increase that may occur between the date of booking and when the lessons are taken. Any unused lessons remaining after 12 months have elapsed shall have any lesson price increase applied prior to the lessons which shall become payable by you.

Circumstances where, if you have prepaid, you will either be required to pay an additional amount beyond the cost of your pre-paid lessons or receive a refund of some of your prepayments (as applicable):

- Where you have moved postcode area and requested reallocation to another instructor because your current instructor does not operate in the new postcode area, you will be required to cover any difference in the hourly rate between those instructors where your new instructor charges a higher hourly rate or, where your instructor charges a lower rate, you will be refunded the difference.
- Where you have requested to switch instructors within the same postcode area 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 or, where your instructor charges a lower rate, receive a refund of the difference.
- Where you have requested to switch instructors in the same postcode area and your new instructor charges a supplement (for example an additional fee for tuition in a car with automatic transmission), you will be required to pay any such supplement.
- Where you have not undertaken any lessons for a period of three months and have been reallocated an instructor after a price rise in tuition has taken place you will be required to pay the difference in price for your remaining lessons.
- Where you have purchased lessons with a trainee instructor and, at your request, you are reallocated to a fully qualified instructor you will be required to pay the difference in the hourly rate between those instructors.

Student discount codes

Any student using the Student Discount program MUST show their student identification to the instructor at each lesson

Any student unable to show their ID may have their discount revoked and the instructor will therefore charge at the standard price as stated on the website

Introductory offers are only available to new learner pupils, cannot be used in conjunction with other offers and are not transferable.

Any such offers are only valid for participating instructors in the offers scheme.

Refund policy and warranty

You are entitled to cancel your prepaid tuition at any time (for the provisions relating to the cancellation of individual lessons please see 'Cancellation of lessons' above).

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 directly to Be Safe Glasgow Limited, excluding any booking fees subject to the points below.

- If you have taken lesson(s) at the time of cancellation you will not be eligible for a refund on any lessons taken, including the booking fee (if applicable).
- If you have taken lesson (s) at the time of cancellation you will be required to gain any refund from the driving instructor directly, as he/she would be in receipt of the complete booking payment (as per Payment and Lesson bookings above)
- Where it is possible to do so, we/your instructor will refund you using the same method you used to pay 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.
- We may request additional information from you to confirm your identity in order to comply with the Money Laundering Regulations 2007; we will also use this information to ensure adherence to our Merchant Operating Instructions for card collection facilities.
- Refunds may take up to 10 working days to reach you or your account.
- Refund of partial block booking will be made pro rata on any lessons not taken.
- In the event of a 'buy one get one free' offer, no refund will take place once the first lesson has been taken.
- If you have paid your instructor for the tuition you wish to cancel, your instructor will refund you adhering to the same principles as set out above.
- If you have paid using a prepaid gift card or voucher, we will not be able to proceed to any refund after redemption of the card or voucher.
- An admin fee of £25 will be charged for refunding any lessons unless no lessons have been taken where a full refund will be offered

Transfer-ability of lessons

You cannot sell or transfer lessons to any other person, which have been purchased in your name.

Fraud prevention

Your lessons are only valid if they are purchased through the channels outlined in the 'Payments and lesson bookings' section set out above. If your lessons have been purchased through another source, please contact us immediately on 07772520922. In the event that some or all of your lessons were not purchased in accordance with the foregoing terms, Be Safe Driving School reserve the right to suspend these lessons in your account, with immediate effect.

An investigation will then be conducted by Be Safe Driving School in order to check the validity of the purchase. Where the results of the investigation determine that the lessons are not valid they will not be provided to you and Be Safe Driving School shall have no liability in these circumstances.

Limitation of liability

Your instructor and/or Be Safe Glasgow Ltd 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/or Be Safe Glasgow 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.

You are reminded that Be Safe Driving School are not a party to the contract for driving tuition itself, which is between you and your instructor. This does not affect any liability that Be Safe Driving School may have for any loss or damage you may incur which is caused directly as a result of any breach (including negligence) by it or them of any legal duty owed by it or them to you.

Nothing in these terms and conditions will affect any statutory rights you may have as a consumer.

Insurance

Your instructor will carry the appropriate motor insurance, should you be involved in a collision as a learner driver while in control of driving the instructor's tuition vehicle.

Complaints procedure

If you have any concerns or complaints about any part of your driving tuition which cannot be resolved with your instructor, please contact the Be Safe Driving School Customer Service Centre on 07772520922.

Where the Customer Service Centre is unable to resolve your complaint to your satisfaction, you will be entitled to escalate the matter to our Customer Care department by writing to Customer Care at the address below.

The Customer Care team will use reasonable endeavours to respond to your written query within 5 working days.

Customer care

Your contract is between you and your instructor.

In the rare event of any problem arising, you should resolve this with your instructor immediately. We recommend no further lessons are taken until the matter is resolved.

In the unlikely event that you are unable to reach a satisfactory conclusion, we will be happy to investigate further until the matter is resolved. Please note that we will require evidence of any financial transactions and lesson times before we are able to investigate. Therefore, it is imperative that your Driver Record (provided to you by your instructor) details are kept accurate and up to date. Should you require us to investigate any matter, please contact our Special Investigations team by one of the following methods:

Call: 07772520922

Email: info@besafedrivingschool.co.uk

Post: Be Safe Glasgow | 42 Hillend Rd Glasgow G73 4JX

If you still feel dissatisfied, you may contact the Driver and Vehicle Standards Agency on 0300 200 1122 who may be able to help you further.

Registered address

42 Hillend Rd Glasgow G73 4JX

Registered at Companies house

