

BirchaLL School of Motoring, Pupil's Terms and Conditions

Your Instructor and Birchall School of Motoring

Your instructor is self-employed ("Your Instructor") of Birchall School of Motoring trading as "BirchaLL School of Motoring", "We", "Us", "Our"). Birchall School of Motoring will take your payments for driving tuition other than payments made directly by You to 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.

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 made through the administrator number 07875633473 or 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.

Please note that in the event of You having booked your driving test, the DSA stipulate that you need to give three clear working days to cancel Your test. This may mean that You may / will lose Your DSA test fee if Your Instructor says You are not ready for test within this three day notice period.

Payments and Lesson Bookings

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

Payments should be by cash or cheque direct to Your Instructor (any cheque must be made payable to Kevin Birchall)

Please note: Any Vouchers have no cash value and have to be redeemed against tuition. Vouchers are not transferable once they have been redeemed.

At the beginning of Your lesson You will be asked to sign an attendance sheet, if You have made a payment, this sheet will also act as proof of payment.

Price Changes

We reserve the right to change the price of all Our lessons from time to time.

The cost of prepaid tuition is based on the lesson price in force at the time of booking and will be honoured for 6 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 6 months have elapsed shall have any lesson price increase applied prior to the lessons which shall become payable by You.

Lesson prices are also subject to change following a change of tuition vehicle specification, instructor or location

Special offers and discounts

Birchall School of Motoring presents a great range of offers and discounts to new and existing learner pupils on learning to drive and other related products.

Birchall School of Motoring reserves the right to introduce (and to withdraw) special offers from time to time.

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

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 the "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 Birchall School of Motoring, subject to the below.

- If You have taken lesson(s) at the time of cancellation You will not be eligible for a refund on any lessons taken.
- Where it is possible to do so, We 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 28 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 using a voucher, We will not be able to proceed to any refund after redemption of the voucher.

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.

Transferability of Lessons

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

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 07875633473. In the event that some or all of Your lessons were not purchased in accordance with the foregoing terms, Birchall School of Motoring reserve the right to suspend these lessons in Your account, with immediate effect.

An investigation will then be conducted by the Birchall School of Motoring 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 the Birchall School of Motoring shall have no liability in these circumstances.

Limitation of Liability

Your Instructor and Birchall School of Motoring 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 Birchall School of Motoring 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.

This does not affect any liability that Birchall School of Motoring 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 whilst in control of driving the Instructor's tuition vehicle.

Law applying to Terms and Conditions

These Terms and Conditions are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the English Courts.

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 administrator.
- Where the Customer Service Centre is unable to resolve Your complaint to Your satisfaction, You will be entitled to refer the matter to Our Escalations Team who will use all reasonable endeavours to resolve your complaint 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 Us by the following methods:

Email: birchallschoolofmotoring@live.com

Post: Birchall School of Motoring

16 Bendee Avenue

Little Neston

Neston

Cheshire

CH64 9QY

If You still feel dissatisfied, You may contact the Driving Standards Agency on 0300 200 1122 who may be able to help You further.

Collection and use of data

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.

We will not disclose personal data to a third party or transfer it to countries outside the European Economic Area.

Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes.

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 the Data Protection Officer, at Fanum House, Basing View, Basingstoke, RG21 4EA.

By providing Us with your personal data and contact details, You consent to the use of that data and to Your being contacted by Birchall School of Motoring, 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. However You can contact the Birchall School of Motoring in writing at any time to suppress some or all products. Your calls to the Office may be recorded for quality monitoring and training purposes.