



BARKER DRIVER TRAINING

Terms and Conditions

Please read these Terms and Conditions in full and agree to them before starting lessons. Ask your instructor before agreeing if you have any queries.

“We/Our” = Barker Driver Training.

“You/Your” = the bill payer/pupil/trainee.

Services provided

We provide learner lessons, theory test support, qualified driver training, instructor training, and ADI development.

Eligibility to drive

You must hold an appropriate, valid driving licence for the type of training undertaken - either a provisional or full UK licence, or valid international driving permit. You are responsible for making sure all the details on your licence are correct.

You must allow us to check the validity of your licence at the beginning of your first lesson, and provide us with a Check Code to allow us to check the licence information held online. You must disclose any points/endorsements attached to your licence, both at the beginning of lessons and any gained during the training period.

Lesson bookings

These will be arranged directly with your instructor. Lessons would normally start and finish from your home/work/college address, unless other arrangements are made with your instructor. If you would like to change your pick up/drop off point, this can only be accommodated if the request is made within a reasonable time, if the new location is within a reasonable distance, and with the prior agreement of your instructor. If this is not done, then we may be unable to accommodate your request. If additional travel

time is required to get to you/drop you off, this will come out of the lesson time.

We use a diary a management app called Total Drive to manage our lesson bookings, keep track of payments and track your progress. When You start lessons with us, you will be sent an invite to download the app to view your own information. Text message reminders of your lesson bookings are sent out from Total Drive 72 hours before the start of each lesson.

Prices and Payments

Lessons must be paid for in advance, no later than 24 hours before the start of the lesson, unless alternative payment arrangements are made with your instructor. If a lesson is not paid for as agreed, the instructor reserves the right to not conduct the lesson, however you will still be charged for the lesson time, as per the Cancellation terms (below). If an unpaid lesson goes ahead, payment must be made by a date agreed with your instructor. Any outstanding balances must be brought up to date before any further lessons are taken.

We aim to give you a stable and transparent lesson pricing structure. When you book your first lesson, your instructor will inform you of the current hourly rate and what discounts may be available for block bookings. You will be advised in good time of any changes to lesson price, with at minimum 7 days notice. We will not increase lesson prices mid-training unless there is a significant increase in our overheads, or there is a gap in your lessons of more than one year.

Any discounts on lesson price cannot be used in conjunction with any other offers.

Additional pricing information for Instructor Training/ADI Development

Our hourly rate does not include test fees, badge fees, training materials/resources, or any costs incurred on your own car (for example additional fuel usage, installation of dual controls).

There are no minimum hourly requirements for Parts 1, 2 and 3 (however if you intend to apply for a Trainee Licence, the DVSA require a minimum of 40 hours of Part 3 training with an ADI before application). Your trainer will advise you on how many hours we estimate are required to reach test standard in each case and will be upfront if we reevaluate that estimate.

There will also be some hours of private practice required during your instructor training, and your trainer will advise you on how and how much is needed. It is extremely unlikely for someone to reach test standard without doing some private practice, so we strongly recommend following the advice of your trainer.

Method of payment

Our preferred method of payment is via an online bank transfer; your instructor will provide you with all the details needed to do this. If you would

like to pay in a different way, this must be agreed in advance with your instructor.

Payments for driving tests

At the time of booking a practical driving test, a payment is made to the DVSA. This payment is for the test and examiner, and doesn't cover the use of the tuition car. If you wish to use your instructor's car for your practical test, this payment must be made to your instructor at the current hourly rate, and will cover the duration of the test and any time required to pick you up and drop you off before and after the test.

Vouchers/Gift Cards

Vouchers/gift card lessons are only eligible if purchased from Barker Driver Training. They have no cash value and can only be redeemed against driving tuition. They are only redeemable by the person named on the voucher and will expire on the date shown on the voucher.

We are not responsible or liable for delivering any driving lessons paid for via any other third party, or vouchers purchased from a third party.

Refunds

You are entitled to cancel your lessons at any time. Any unused prepaid hours will be refunded; any hours already taken will not be refunded.

If a block-buying discount has been used to buy the lessons and the full block is not taken, the refund will be pro-rata according to how many lessons have been taken.

We will endeavour to refund you by the same method you paid with; if this is not possible we reserve the right to refund you by any other method we deem appropriate.

In the event of you stopping lessons and there still being prepaid funds remaining on your account, we will endeavour by any and all reasonable means to get in touch with you and return the balance to you. Any remaining funds not reclaimed by you will expire after 6 years (Limitation Act 1980).

Cancellations/No Shows

When you book a driving lesson, you are buying a block of our time, which we keep for the sole use of you and your driving development. As such, cancellations should be made no less than 48 hours before the start of the lesson, to allow us to re-allocate the time. Cancellations made with less than 48 hours notice will still be charged for. If an excessive amount of lessons are cancelled, we reserve the right to no longer reserve a lesson slot for you, and lessons will be arranged on an ad-hoc basis. We consider a cancellation rate of approximately 20% of lessons booked to be an excessive rate of cancellation, but this is at the instructor's discretion. This figure is only a guide, and if you are cancelling a high number of lessons, your instructor will discuss this with you prior to removing your reserved slot.

If you are having difficulty attending lessons, please discuss this with your instructor, who will endeavour to help you find a lesson structure suitable for your circumstances.

If We need to cancel a lesson, we will endeavour to give you a minimum of 48 hours notice, although this may not always be possible, due to unexpected traffic situations, for example. In any event We will always give you as much notice as possible. If we do need to cancel a lesson, we will rearrange it for the first possible opportunity. You will not be charged for any cancellations made by us.

Please note that in the case of driving tests, the DVSA requires you to give three clear working days notice to cancel a test, otherwise you will lose the test fee paid to the DVSA. The last day to cancel/amend a driving test booking will be on the booking confirmation email sent out by the DVSA.

If you are not at the pick-up point at the time the lesson is scheduled to start, your instructor will attempt to contact you. If we can't get hold of you, we will wait at the pick up point (or nearby if unable to park there) for 15 minutes before leaving. The lesson time will still be charged for, as it is for short notice cancellations.

Driving Test Standards

We will give regular and honest feedback throughout Your lessons and will always give as accurate assessment as We can of how many hours We estimate are required to reach test standard. However, it is impossible to be exact, and We will always be honest if We need to reevaluate that figure (either up or down) and will be upfront in good time if We believe You will not be test-ready by Your test date. In this event, We will either endeavour to fit in extra training hours where possible, or may recommend moving the test date.

We reserve the right to refuse use of Our car for the test if we are not satisfied that You are driving to test standard, in line with the ADI Code of Practice.

Insurance

We carry the appropriate car insurance should a collision occur while you are in control of the tuition vehicle. You need to provide us with any information we need in order to add you to the car insurance policy, and you must inform us at the earliest opportunity of any changes to your personal details.

Health and Safety

At the start of your lessons, you must inform your instructor of any physical or mental health condition, or medication you are taking, which may affect your driving, and inform us of any changes to this throughout your

training period. You are responsible for ensuring you are in a fit state to drive every lesson; however if your instructor deems you are not in a fit state to drive we reserve the right to end the lesson and charge in full for the whole lesson time. Reasons for this include, but are not limited to, suspicion of being under the influence of alcohol, legal or illegal substances, or extreme tiredness.

Our full Health and Safety Policy is available on request.

Covid-19 policy

We will always follow the most up-to-date Government advice on minimising the spread of Covid-19. Your instructor will inform you of any procedures currently in place when you start lessons. Our in-car procedures may include wearing face coverings (unless medically exempt), using hand sanitiser before driving and ventilating the car. Our full Covid-19 Policy is available on request. You will be expected to provide your own face covering and any other PPE, if it is required to be worn.

If you turn up for a lesson showing symptoms of Covid-19, or without a face covering if required at the time (and are not medically exempt), then we reserve the right to cancel the lesson and charge in full for the whole lesson time.

If We are required to self-isolate, all lessons and tests booked during our isolation period will be cancelled and We will rearrange them as soon as we're able to safely work again. If you have a driving test booked during our isolation period, we will endeavour to help you find an alternative instructor to take you for your test, but cannot guarantee we will be able to. In the event of us needing to self-isolate on the day your driving test the best option may be to rearrange the test.

If you have a theory or practical test coming up, please ask us about the exact Covid-19 procedures required by the test centres or look on [gov.co.uk](https://www.gov.co.uk), as the test centre can refuse tests if procedures are not correctly followed.

Safeguarding

We have been trained and qualified to Level 3 Award in Principles of Safeguarding and Protecting Children, Young People or Vulnerable Adults.

We are committed to safeguarding children (those under 18) and “adults with needs for care and support”, and protecting them from abuse when they are engaged in services organised and provided by us, and will act in their best interest at all times.

Our full Safeguarding Policy is available on request.

Equality and Diversity

We value the diversity of our trainers, trainees and pupils. We are committed to providing a fair, equitable and mutually supportive learning and working environment for our pupils and trainees.

We believe that the best learning environment will be achieved through recognising the value of every individual. We are dedicated to creating an environment that respects the diversity of pupils, trainees and the general public.

Our full Equality and Diversity Policy is available on request.

Communications

Our working hours are 9am - 8pm Tuesday - Friday, and 9am - 5pm Saturday. We do not work on Sundays, Mondays or Bank Holidays. If you need to contact us please do so within our working hours. As we are in the car a lot we cannot always respond immediately, however we will always endeavour to get back to you in a reasonable time/arrange a time to call you. If you contact us outside of our working hours we reserve the right not to reply until the next working day, unless we deem it urgent.

Complaints

We have signed up to and abide by the voluntary DVSA ADI Code of Practice. If you have any issues with your driving lessons, please speak to your instructor, who will use all reasonable endeavours to resolve your complaint in a timely manner.

Privacy Notice

What data do We hold and why?

To teach you to drive, it is necessary to hold certain data on you under Contractual, Legal Obligation and Legitimate Interest bases; in other words, We need to hold certain data in order to fulfil Our contractual obligations to you, to comply with the law, and in order to fulfil Our role as effectively as possible.

The following data is held on a computer database managed by BSM (who supply our car):

- your BSM pupil number,
- title and name
- full address
- contact phone number(s)
- date of birth
- email address

On the Total Drive app, we hold your contact details, lesson dates and your progress. Additionally, We hold your contact details on our mobile devices, and occasionally the contact details of a parent/guardian/emergency contact as well. It is necessary for us to keep this information on our phones to make communication easier with regard to arranging lessons, or if one of us is held up etc.

When you start lessons, we ask about any medical conditions or medication you take that may affect your ability to learn or to drive, and to assess any Covid-19 risk. We may need to keep a record of what you tell us with your lesson information, which will be subject to the same safeguards as below.

After someone has passed their test, We like to take a “Victory Photo” to mark the occasion and to use on our social media; separate consent will be sought for this on the day you pass.

We do not hold any bank details for people who pay via bank transfer; all that shows up on our bank statement is the reference entered by you at the time of payment, which may be your name or the learner’s name. Copies of these statements may need to be submitted to HMRC with our tax returns.

How do We protect your data?

Contact details held for insurance purposes are held on a computer database managed by BSM. Our own access to this database is password protected, We are the only people to know our passwords and will never share them with anyone.

Our mobile devices are password and face protected, and data stored on them are automatically encrypted.

The Total Drive app is face protected and the data is encrypted.

Disclosure.

We will never share any of your data with any third party, unless at your request, or if required by law.

How long do We hold this data for?

At the end of our professional relationship, We will keep your paper/ Total Drive-based records for at least 6 years (the duration of the Statute of Limitations) after which they will be securely disposed of.

Text/email conversations may also be kept for the same amount of time if relevant.

Your contact details will be deleted from our mobile devices unless you require us to hold on to them, for example if you are planning on doing Pass Plus.

We will also Archive you as a customer on the BSM database, after which we have no access to this data unless you are removed from the archive, for example in order to do Pass Plus or a 'refresher lesson'.

Your rights.

You can request to view/amend/delete information We hold on you. Requests should be made in writing and will be responded to within one month. Some data may not be able to be deleted, for example if We need to keep it in order to comply with the law or if our contract has not yet finished. You may be required to provide proof of identity before We respond to your request, for example if the request has not been made in person.

Changes to Terms and Conditions

These Terms and Conditions will be reviewed regularly and you will be informed in writing of any changes.

Disclaimer

We shall not be liable in the event of circumstances beyond our control delaying/preventing us from performing our obligations.

Last updated: 11/7/23

I confirm I have read and understood the Terms and Conditions, and had any queries explained. (If done via Total Drive, ticking the box constitutes a signature.)

Signed: _____

Date: _____