



Pupils Full Name ..... Date .....

Instructors Name & Phone Number .....

Please read the information set out below and on the reverse page. It details what you can expect from your instructor and what your instructor expects from you.

Also this document has to be agreed under The General Data Protection Regulation (GDPR) – See reverse page of this agreement

By signing below you are agreeing that you have read and understand all the information detailed. Please feel free to have a relative or any representative you may feel appropriate read this agreement.

Wheelwise is an Agency that introduces Pupils to Driving Instructors. Driving Instructors are self employed and all contracts for the provision of driving tuition are between the pupil and the instructor.

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- Payments for each hour of instruction should be made before the lesson. Wheelwise reserves the right to change the hourly rate with reasonable prior notification to the Pupil.
  - Lesson prices: £40 for one hour, £60 for one and a half hours and £80 for two hours (Mondays - Fridays / 9am - 5pm). £45 for one hour, £65 for one and a half hours and £90 for two hours (Saturdays / Before 9am / After 5pm). Prices may be subject to change.
  - Block booking payments can be made in advance by either cash or by bank transfer direct to your instructor.
  - Your driving instructor is self employed and all lesson fees paid in advance to your instructor is a contract between yourself and your instructor. Wheelwise cannot be held responsible for any loss of lesson fees paid in advance.
  - **A minimum of 48 hours notice is required to be given to the instructor by the Pupil to cancel a lesson and should the Pupil fail to give such notice the Pupil may be liable to pay the full tuition fee.**
  - Short notice cancellations due to a positive covid test will not be charged if a valid proof of a positive covid test result is forwarded to your instructor via the NHS App, and or with a NHS isolation note within 24hrs of the positive test result.
  - Although your Driving Instructor will make every effort to arrive at the lesson start time, the very nature of the work means that events arising from traffic, weather, mechanical breakdown and other situations which are outside of their control may mean that occasionally lessons or driving tests have to be rearranged or cancelled at short notice.
  - Very rarely and in the interests of Road Safety, your instructor may withhold the use of the car for the driving test if, in the opinion of the instructor a Pupil is not able to control the car safely.
  - In the interests of your safety you agree that your instructor may record video and audio during your lessons.
  - With your permission your instructor may ask to take a photo of you with your pass certificate for use in digital marketing. You have a right to refuse this request should you wish and can request the removal of your image at anytime.
  - Your Instructor will accept no liability for accidents, injury or damage to any third party caused by the Pupil's recklessness or negligence during a lesson.
  - Your Instructor is at liberty at his/her discretion to refuse to proceed with a lesson if he or she has reason to believe that the Pupil is in any way under the influence of drink or drugs at the time of the lesson.
  - To ensure that external distractions are kept to a minimum, before your lessons begin you must turn your mobile phone off. Do not put it on silent, as the vibration noise can also be a distraction.
  - You must not smoke tobacco or e-cigarettes in or around the car.
  - Comfortable flat shoes are to be worn to ensure the cars control pedals are accessed and felt with ease.
  - The fee for using your instructor's car or your own car for your driving test is £100 in Portsmouth and Chichester / £140 in Lee on Solent. This will give you one hour practice and tuition before your test, the test itself and returning from the test centre afterwards. £25 extra for tests before 9am.
  - Driving Tests may only be arranged with prior agreement with your instructor, as your instructor may be unavailable at a time you book your test.
  - Your Instructor is not responsible for the cancellation of hours booked due to the postponement of a driving test by the Department of Transport.
  - Should the instructor's car be damaged on your driving test, the pupil agrees to pay the instructors insurance excess amount for any repairs that need to be made to the instructors vehicle.
  - Wheelwise may from time to time, unilaterally amend this agreement in writing or email to comply with acceptable laws and regulations. Your continued use of this service indicates your acceptance to such amendments.
  - Should you wish to make a complaint, contact your driving instructor to resolve your concern. Alternatively contact 07860 932209.

Wheelwise acts as your agent in locating a driving instructor to provide you with driving lessons. When you make a booking with a Wheelwise instructor you are entering into a separate contract for the lessons, which is exclusively between yourself and the driving instructor who is self-employed and is independent from Wheelwise. Wheelwise is only mentioned in these Terms and Conditions where it acts in its capacity as your agent in locating a driving instructor for you, arranging lessons for you with the driving instructor and making a booking for your tests.

## REFUND POLICY

The pupil should be aware that their instructor is an independent legal entity, separate from Wheelwise. Should a refund become due to the pupil, it is the responsibility of your driving instructor to refund any payments made to him/her by the pupil as these monies are not paid to Wheelwise. Similarly, any payments made to Wheelwise will have been transferred to the driving instructor, as these monies are not paid to Wheelwise. The pupil would need to secure any refund in respect of these monies from the driving instructor. Wheelwise cannot be held responsible for any loss of lesson fees paid in advance.

### General Data Protection Regulations (GDPR)

1. To enable your instructor to carry out his/her profession, you consent to having your driving licence number, your address, phone numbers and NI number to be documented for your pupil progress record and communication purposes.
2. Your records can be inspected at any time and shall be destroyed eight weeks after passing your test or leaving the school.
3. In the interest of road safety you agree that your instructor may possibly video record your lesson. Your face will not be shown on any recording and all digitally recorded data is deleted after 8 weeks unless the police or other relevant authorities request copies following a road incident.
4. If you have a concern regarding how your instructor stores your data, you have a right to lodge a complaint with The Information Commissioners office (ICO). A copy of Wheelwise's Privacy Policy is available upon request from your instructor.

## COVID PROTOCOLS

Please be assured that Wheelwise will be following the updated Covid Health England/Government Advice to ensure that all driving lessons will be undertaken in an environment conducive to good health and well being for all. By following the guidance in this policy, it is the intention that risks for both students and instructors of being unwell with Covid-19.

1. Ensure that they are well, with no Covid symptoms (no temperature, fever, persistent dry cough etc.) or not been in contact with anyone with Covid symptoms or self-isolating prior to their lessons each week,
2. In the event of not feeling well with Covid symptoms the student MUST contact the instructor as soon as they are aware (day/s, or evening before, or on the morning of the same day), and re schedule the lesson when the student is well.
3. Cancellation within 48 hrs due to a positive covid test may still be charged for if the relevant proof of positive testing cannot be provided to the instructor via the NHS app or similar. Where proof is supplied no late cancellation fee will apply.

This Policy will be under regular review in line with changes made by the Government and Public Health and Safety Guidance.

Signed and agreed by, Pupil ..... Signed Instructor .....