

## **TERMS AND CONDITIONS**

### **1. Interpretation and application**

In these terms and conditions (the "Conditions") "We", "Us" or "Our" means Automobile Association Developments Limited trading as "BSM" or "The British School of Motoring" (Registered Office: Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. Registered in England and Wales number 1878835) and "You" or "Your" means you the customer.

You must read these Conditions in full as they set out the complete terms upon which We have agreed to provide, and You have agreed to obtain, driving tuition from Us.

In particular, You should read and accustom yourself with the follow sections: Your responsibilities (clause 4.1), Booking Fees (clause 6) and Lesson Cancellation Policy (clause 7), which will apply to You. We and Your Instructor reserve the right to charge for any lessons affected by Your failure to comply with any of these Conditions.

### **2. Driver Training with BSM**

We offer two types of driving tuition:

- (1) On the Road Tuition (clause 4) - training with a BSM Instructor ("Your Instructor"); or
- (2) Off the Road Tuition (clause 5) - training in one of Our Simulators (provided by BSM).

### **3. About Your Instructor**

The contract for driving tuition is solely between You and Your Instructor. 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 provisional driving licence.

BSM (Acceptances) Limited acts as agent for Your Instructor in receiving Your payments for driving tuition, other than payments made directly by You to Your Instructor. Where We and/or BSM (Acceptances) 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.

### **4. On The Road Tuition**

On the Road tuition is only available to persons who meet the following criteria:

- (1) Aged 17 and over (16 and over if disabled); and
- (2) Who hold a valid UK provisional driving licence ("Licence"); and
- (3) Who are legally entitled to drive in the UK.

#### **4.1 Your responsibilities**

- (1) If You take On the Road lessons, it is Your responsibility to ensure that You have the appropriate Licence and the Licence must be presented to Your Instructor prior to the commencement of Your tuition.
- (2) Your Instructor 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 him/her with the Licence prior to Your first lesson.
- (3) Your On the Road tuition is governed by a contract between You and Your Instructor. Accordingly, You and Your Instructor are responsible for arranging the date, time, pick-up location and duration of Your lessons.
- (4) You will treat Your Instructor with respect and follow Your Instructor's reasonable instructions, particularly with regard to matters affecting Your health and safety.

#### **4.2 Your Instructor's responsibility**

Your instructor will:

- (1) Provide You with driving tuition at the hourly rate communicated to You from time to time;
- (2) Recommend what are, in their opinion, the most appropriate training methods and aids to help You study for Your theory and hazard perception test;
- (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 Your Instructor will agree in advance;
- (5) Provide a presentable, modern, properly maintained and dual controlled BSM-branded 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 record Your development in Your BSM Track Record at the end of each lesson;
- (8) Monitor Your progress, advise and recommend what is, in their 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, they 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 and to get the records book (ROG) signed by You at the end of each 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 two working days notice (excluding Bank Holidays) should a lesson need to be rescheduled;

(16) Respond professionally to any worries or issues that You may have and try to resolve them to Your satisfaction. If appropriate, they will give You the name of the BSM manager to whom You can refer the matter.

If Your Instructor is for whatever reason unable to comply with their obligations to You, both We and Your Instructor reserve the right to arrange for an alternative BSM Instructor to provide You with some or all of Your On the Road driving tuition. We will use Our best endeavours to notify You or the alternative instructor who will provide You with Your tuition.

If We or Your Instructor are unable to arrange for an alternative Instructor to provide Your driving tuition, or in the event of a mechanical breakdown of the vehicle in which You have been learning to drive, or for any other reason, the Instructor reserves the right to rearrange Your lessons for a time convenient to both You and the Instructor.

## **5. Off The Road Tuition – (the BSM Driving Simulator)**

If You choose to undertake Off the Road tuition in one of Our Simulators (“Simulator”), such agreement is entered into between You and Us and You may be liable for any expenses, loss or damage We suffer as a result of improper use of the Simulator.

### **5.1 We will:**

(1) Provide a fully operative Simulator for Your use, outlining the rules and regulations via instructions and notices;

(2) Provide You with training on how to operate the Simulator prior to You taking any lessons in it;

And

(3) Provide You with lessons in the Simulator, at the hourly rate communicated to You from time to time.

(4) In the event that Your local Simulator is out of order or is otherwise unavailable at the time of Your lesson booking, You will be given the following options:

- to use a Simulator in a different BSM Centre;
- to postpone Your lesson to a later date when (if) the Simulator has been repaired or replaced;
- to reallocate unused funds and use these funds towards other products or services that We offer;
- to request a refund for any unused Simulator lessons. (If You are requesting a refund for any other reason other than where the Simulator is not in use, or the alternative Simulator is not within a reasonable geographical distance a £15 administrative fee may apply.);

(5) No licence is required for a driving lesson in the BSM Simulator, however You must be numerate and literate and take care to ensure that You understand and comply with all instructions and notices issued both before and during the Simulator lessons.

(6) All instructions and notices in the BSM Simulator are given in English.

## **6. Booking fees**

6.1 We reserve the right to charge a non-refundable booking fee in the following sums, to cover Our administration charges in taking any of Your booking for On Road Tuition or Off Road Tuition (a "Booking"):

(1) For a Booking made over the telephone, for On Road or Off Road Tuition, We will charge You £1.50;

(2) For a Booking made via the website ([www.bsm.co.uk](http://www.bsm.co.uk)), for an On Road or Off Road Tuition, We will charge You £1;

6.2 In addition, We reserve the right to charge a Booking Fee in the following sums to cover Our administration charges for the booking of theory and practical driving tests (see clause 16, Test Fees):

(1) For each booking of a theory test on Your behalf, We will charge £4;

(2) For each booking of a practical driving test on Your behalf, We will charge £4.

6.3 We will not charge a Booking Fee for BSM products (books, applications and other products) that You purchase from Us.

6.4 We reserve the right to change the sum charged from time to time by amending these terms and conditions.

## **7. Lesson Cancellation Policy**

7.1 You must give Us or Your Instructor at least two working days notice (excluding Saturdays, Sundays and Bank Holidays) (the "Minimum Notice") if You wish to cancel or rearrange an On the Road driving lesson, otherwise You will be liable to pay for 100% of the lesson fee.

7.2 You must give Us the Minimum Notice if You wish to cancel or rearrange any Off the Road lesson otherwise You will be liable for 100% of the lesson fee.

7.3 Where You have pre-paid for any lesson but fail to attend or provide the Minimum Notice to cancel or rearrange the lesson, it will be counted as lesson taken for the purposes of the lesson cancellation policy and You will be liable for the lesson fee.

7.4 You will not be able to sell or transfer any On the Road or Off the Road driving lessons which You have pre-paid for to any third party, without obtaining Our prior written consent.

## **8. Insurance**

If You are taking On the Road driving lessons, 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.

## **9. Price Changes**

We reserve the right to change the price of all Our learner driver products including all On Road and Off Road tuition, at any time.

## 10. Non-Block Booked Tuition

The price of lessons that have not been pre-paid (as part of a block booking consisting of a minimum 10 hours worth of tuition time ("Block Booking")) may be changed at any time. You will receive prior notice of any price increases.

## 11. Block Booked Tuition

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. If You fail to use a minimum of **50% of Your Block Booked tuition** within the first 6 months of the booking date, We reserve the right to increase the price of any unused tuition time.

## 12. Special Offers

We also reserve the right to introduce (and to withdraw) special offers from time to time in respect of both OurOn the Road and Off the Road products together with any other products that We may decide. Such offers will not affect the price of Block Bookings unless it is expressly stated within the offer. These terms and conditions shall apply to the special offers, in each to the particular terms of the offer, which shall be published on the Website [www.bsm.co.uk](http://www.bsm.co.uk).

## 13. Payment

You must pay for Your product(s), good(s) or lesson(s) in advance using the following methods:

(1) payment via credit or debit card by telephoning Our Customer Service Contact Centre on 0845 727 6276 or by contacting Your local BSM branch.

(2) payment via credit or debit card online at [www.bsm.co.uk](http://www.bsm.co.uk)

(3) payment via PayPal online at [www.bsm.co.uk](http://www.bsm.co.uk)

(4) payment via cheque made payable to Your Instructor's agent, "BSM Acceptances Limited" ("Agent"). You can send this to the local BSM branch or give it to Your Instructor,

(5) payment via cash made to Your Instructor's agent at Your local BSM branch or, where applicable, directly to Your BSM Instructor.

## 14. Acknowledgement

14.1 Where You make any payments directly to Your Instructor or any of Our Instructors and the Instructor fails to pass on such payments to Us, neither We nor the Agent will be liable for any shortfalls in such payments or any missing payments or any other failure on the part of the Instructors to forward such payments on to the Agents or Us and You acknowledge that You will at all times be liable for any payments that remain outstanding to Us.

14.2 Further, You acknowledge that it is Your responsibility to ask for and to obtain appropriate receipts or other proofs, in relation to all payments You make to Your Instructor or any of Our Instructors. Where We are able to, We will endeavour to assist with any discrepancies in payments You have made without ever accepting liability for the same. Subject to You having sufficient funds, all online payments that You make will be shown on Your BSM account within 24 hours of being made. Payments made using other methods, may take longer to be credited into Your BSM account.

14.3 We accept no responsibility or liability for any payments however made, being lost, delayed, misappropriated, rejected, tampered with, being short of the required amount or any overpayment on Your part. It is Your responsibility to ensure that You have sufficient funds to make all payments to Us and to ensure that You have paid Us the correct amount.

## **15. Refund Policy**

### **15.1 On and Off Road Tuition**

(1) You are entitled to cancel Your On Road or Off Road driving tuition at any time. 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, subject to deduction of the Refund Charge (clause 15.1(3)).

(2) If You have taken lesson(s) at the time of cancellation You will not be eligible for a refund on any lessons taken.

(3) If You are entitled to a refund, You will be required to pay an administration charge of £10 to process the refund (the "**Refund Charge**"). The Refund Charge will be deducted from each refund that is paid back to You.

(4) Where it is possible to do so, We will refund You using the same method You used to pay for your lessons. If for any reason We are unable to refund You using the same method with which You paid, We reserve the right to refund You by any other method We deem appropriate.

(5) 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.

(6) Refunds may take up to 28 working days to reach You or Your account.

### **15.2 Learner Driver Products**

(1) You may cancel Your order for any goods that You purchase from Us without penalty by returning the unused and undamaged goods to Us at Our address below, within 10 days of Your purchase. All goods that You wish to return must be in the same condition in which they were supplied to You and in their original packaging.

(2) If any of the goods You receive are damaged or faulty on receipt, You must inform Us within 48 hours of receipt and where it is possible, We will provide You with replacements of any goods which are faulty or damaged. If We are unable to replace such goods, We will notify You and You will be entitled to a refund.

(3) You will not be eligible for any refund or replacement of the goods if:

1. Any goods that You return to us are in Our opinion used, damaged or not within their original packaging; or
2. You decide You no longer want the goods and do not return them within 10 days of Your purchase; or
3. You fail to inform Us of any faulty or damaged goods within 48 hours of receiving them.

(4) Postage and Packaging (P&P) is non-refundable.

## 16. Test Fees

(1) The Driving Standards Agency (DSA) determines the Theory and Practical test fees.

(2) If You would like Us to book Your test on Your behalf We will be happy to do so and will charge a non-refundable booking fee of £4 for doing so ("Booking Fee") in accordance with clause 6. The Booking Fee will cover the administrative costs and internal resources that We will incur in organising Your booking.

(3) If You wish to cancel or rearrange a test that We have booked with the DSA on Your behalf, We will follow the DSA cancellation procedure as set out on the DSA website at <http://www.dsa.gov.uk>.

(4) Currently the DSA cancellation procedure states that You can cancel or rearrange Your test providing You give at least three clear working days' notice. If You require Us to arrange a cancellation or rearrange any driving or theory test on Your behalf, We will require a minimum of 5 working days' notice in order to do so. If You fail to provide us with a minimum of 5 days, notice You may remain liable for all or some of the test fee and any late cancellation fees. In any event we accept no liability to You for any payments or expenses that You may incur in relation to Your driving and/or theory tests.

(5) Other Provisions: By taking bookings, providing certain information and documentation, and in processing payments, We and the Agent act on behalf of Your Instructor. No contractual liability arises between You and Us or the Agent under the agreement between You and Your Instructor.

## 17. Limitation of Liability

17.1 Neither We, Your Instructor, nor BSM (Acceptances) Limited shall be 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

Neither We, Your Instructor, nor BSM (Acceptances) Limited shall, in any event, be liable for losses relating to any business interests You may have including, without limitation, lost profits, loss of opportunity or business or business interruption.

You are reminded that neither We nor BSM (acceptances) Limited are parties to the contract for driving tuition itself, which is between You and Your Instructor. This does not affect any liability that We and/or BSM (Acceptances) Limited 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.

17.2 We do not guarantee to provide or procure the provision of any of the services referred to in these Conditions if We are prevented from doing so in circumstances beyond Our reasonable control, including without limitations, the activities of civil government authorities, third party industrial disputes, internal industrial disputes where We have taken the reasonable steps to prevent the effects of such action on any of the services set out in these Conditions but have been unable to do so; acts of God, or severe weather conditions We

reserve the right to make reasonable changes to the services referred to in these Conditions and to these Conditions for any reason We deem necessary.

17.3 Where We do make any such changes, We will give You reasonable notice of the changes. If as a direct result of such changes the services We provide to You are substantially varied to Your detriment, and where We are satisfied of the same, You may cancel Your agreement with Us by giving not less than 30 days' notice in writing to Our address below.

17.4 Any refunds that You may be entitled to will be dealt with in accordance with Our Refund Policy set out above. If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions shall continue in full force and effect..

## **18. Data Protection Notice**

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, offering renewals, research and statistical purposes and crime prevention.

We may however need to disclose personal data to a third party so that the service you requested could be provided. It may also be necessary to transfer it to countries outside the European Economic Area. Where this happens, we will endeavour to ensure that any recipient of your data will treat it with the same level of protection as we would.

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 AA's 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 any AA Group company and the Acromas Group of companies, by post, telephone, e-mail, 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 AA Data Protection Officer in writing at any time to suppress some or all AA products.

## **19. Complaints Procedure**

19.1 If You have any concerns or complaints about any part of Your driving tuition which cannot be resolved with Your Instructor, please contact Your local BSM Centre Manager.

19.2 Where Your Centre Manager is unable to resolve Your complaint or where Your Centre Manager fails to resolve the matter 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.

19.3 The Customer Care team will use reasonable endeavours to respond to your written query within 10 working days.

19.4 We may record telephone calls for staff training and evidential purposes.

**20. Contact us:**

BSM, Floor 2 Building 2610, The Quadrant, Aztec West Business Park, Bristol BS32 4TR.

**21. Law applying to terms and conditions**

These terms and conditions are governed by the laws of England and Wales.