



## **BSM Pupil Terms and Conditions**

We reserve the right to change these Terms from time to time. Any changes to these terms will take effect immediately and shall be notified to you.

### **Your Instructor and BSM**

In these terms and conditions (the “Conditions”) “We”, “Us” or “Our” means. Your instructor is a self-employed franchisee (“Your Instructor”) of Automobile Association Developments Limited trading as “BSM” (“BSM”, “We”, “Us”, “our”).

AA The Driving School Agency Limited (“DSAL”) acts as agent for Your Instructor in receiving Your payments for driving tuition other than payments made directly by You to Your Instructor. Where BSM makes bookings with, or supplies any information or documentation to You, or DSAL 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 or have applied for the enhanced rate of the mobility component of Personal Independence Payment (PIP), or 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.

The L-Drive App may be available where the driving instructor is registered to provide the service in support of tuition. Further details on the L-Drive App can be found below.

### **L-Drive App Terms and Conditions**

By downloading or otherwise accessing the App, you agree to the following conditions:

BSM hereby grants you and your instructor a non-transferable, non-exclusive licence to use the L-Drive App on your device, subject to these terms, the Privacy Policy and any applicable app store rules (which shall be incorporated into these terms by reference). We reserve all other rights.

Feedback via the L-Drive App will only be provided where an instructor has registered to provide tuition with this support.

Where the instructor has registered to provide feedback via the L-Drive App, such feedback is not guaranteed after every lesson and will only be provided at the discretion of the driving instructor.

You will only have access to the L-Drive App once you have registered with us and have received the necessary login details from BSM.

The opinions expressed in the feedback are solely those of the Instructor and in no way reflect any opinion of the BSM.

The L-Drive App permits you to enter comments and to receive feedback. You are solely responsible for any content that you enter. Please consider carefully what you choose to share through the L-Drive App. BSM has no responsibility for the activities or opinions of either you or your Instructor.

BSM does not monitor or screen the content of information posted or received by you however, the BSM reserves the right to suspend, block or remove any user content from the L-Drive App at any time, for any reason (including, but not limited to, receipt of third-party claims or allegations relating to such content or breach of this Agreement by you).

You must only use the L-Drive App when it is legal and safe to do so in accordance with all relevant traffic and highway laws, rules and codes.

You must ensure that any use of the L-Drive App only occurs when the vehicle you are in is stationary, with the engine switched off and parked in a safe place and you agree not to use a handheld device in contravention of the law or the Highway Code or other official safety recommendations.

The L-Drive App may be used only for authorised purposes by users who have agreed to this Agreement. You must not corrupt, falsify or distort any content on the L-Drive App.

You are responsible for maintaining the confidentiality of login details associated with your use of the L-Drive App and shall take all reasonable steps to keep this information confidential.

Any personal data provided to us in connection with the L-Drive App is done so in accordance with our Privacy Policy.

If you give us information about another person, in doing so you confirm that they have authorised you to provide it to us and they consent to us processing their personal data (including any sensitive personal data) having been made aware of who we are and what we will use their data for, as set out in this notice. We reserve the right to request confirmation or to otherwise verify that you have such authorisation.

All rights, title and interest in the information recorded and entered into the L-Drive App is the property of BSM which acts as Data Controller, as defined in the Data Protection Act 1998.

All data and content added by you to the L-Drive App shall remain on your device until deleted by you.

We will use reasonable efforts to make the L-Drive App available at all times, however we make no guarantees and You acknowledge that the L-Drive App is made available over the mobile networks, the quality and availability of which may be outside of our control.

We cannot accept any responsibility whatsoever for the unavailability of the L-Drive App, or any difficulty or inability to access content. The L-Drive App is provided "As is" without warranties, condition or representations of any kind, whether express or implied, including but not limited to

the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement compatibility, security and accuracy.

We may discontinue, change, or remove the App (or these conditions of use) at any time and for any reason without giving you any notice.

BSM disclaims liability in connection with any technical problems you may experience whilst using the L-Drive App that may result in interruptions to the service provided by the L-Drive App.

The L-Drive App shall become inactive after 60 days if not accessed and used. If you continue to use the telematics function of the L-Drive App after completion of your tuition, BSM shall continue to record and store the details of your journey.

Anonymous telematics data shall be used for analytical and statistical purposes. Individual records shall be maintained for as long as necessary in accordance with the Data Protection Act 1998.

You will comply with all reasonable guidelines issued by BSM from time to time in relation to your use of the App.

Any trademarks, copyright, and other intellectual property rights in the App and data made available via the App belong to BSM or its third party suppliers or licensors and do not belong to you. You will not (or encourage anyone else) in any circumstances to attempt to pass of the data made available on the App as your or their own.

In the event that BSM reasonably believes that you are failing to comply with these terms and conditions it will have the right to suspend your use of the App with immediate effect. The suspension may, at BSM's sole discretion, remain in force until you are able to demonstrate to BSM's reasonable satisfaction that these terms and conditions have not been and will not be breached by you.

We do not limit its liability to you for death or personal injury arising from its negligence, or for fraud, fraudulent misrepresentation or any other liability that cannot be excluded under English law.

We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

These terms and conditions and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with them, their subject matter or formation shall be governed by English law. You agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim relating to your use of the App.

### **Restrictions on the use of the L-Drive App**

You shall not and shall not authorise any third party to:

1. make copies of the L-Drive App;
2. modify, decompile, disassemble, translate into another computer language, create derivative work, access the source code, hack, decrypt, rename files, or otherwise reverse engineer the L-Drive App;

3. permit use of the L-drive App by anyone other than Authorised Users;
4. incorporate any portion of the L-Drive App into any products which will be sold, licensed or transferred to a third party;
5. distribute, sell, lease, transfer, assign, trade, rent, lend or publish the L-Drive App or license, sublicense or cross-license it or any part thereof and/or copies thereof to others or otherwise make available to any third party any of the data made available to you via the App;
6. use the L-Drive App to post or otherwise transmit any materials that are harmful, fraudulent, threatening, abusive, harassing, tortious, defamatory, vulgar, profane, pornographic, obscene, libellous, offensive or otherwise objectionable; or that promote discrimination, bigotry, racism, hatred, harassment or harm against an individual or group; or that promote illegal or harmful activities or substances; or that have the effect of harassing or stalking any person, or otherwise offend the acceptable use standards set by the BSM;
7. post or otherwise transmit any content through the L-Drive App that would negatively affect the functioning of the system, including without limitation (i) any harmful, disruptive or destructive files or computer programs; or (ii) would impose an unreasonable or disproportionately large load on the system's infrastructure;
8. use the L-Drive App or any part thereof in violation of any law or regulation, or for any purpose other than that as expressly permitted in this Agreement;
9. access, use or copy all or any part of the L-Drive App in order to build a product or service which competes with the L-Drive App;
10. use the L-Drive App in any way that interrupts, impairs or renders the L-Drive App less efficient; or
11. access or attempt to access the accounts of others or to penetrate or attempt to penetrate any security measures.

## **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 Customer Service Centre 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 DVSA stipulate 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.

## 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:

1. Payment by credit or debit card online at [www.bsm.co.uk](http://www.bsm.co.uk) (for initial lesson Purchases only);
2. Payment by credit, or debit card or by validating a BSM voucher or gift card by telephoning the BSM Customer Service Centre on 0800 316 3431.
  - A booking fee of £2.50 inclusive of VAT will be charged on the purchase of your initial lesson package if made over the telephone through the BSM Customer Service Centre.
  - Voucher and gift cards have no cash value and have to be redeemed against tuition.
  - Voucher and gift cards are not transferable once they have been redeemed.
  - A handling fee of 1.8% inclusive of VAT is applied to credit card transactions made through the Customer Service Centre or online. (This charge does not apply to payments made by debit card).
  - Payment by cash or cheque direct to Your Instructor (any cheque must be made payable to Your Instructor)
  - Please note debit and credit cards are valid until the date shown thereon.

BSM 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. BSM accepts no responsibility for any payments made directly to instructors

## 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 be 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.

### **Short Notice Test Bookings**

A “Short Notice Test” is when there is two weeks or less from the date of the first planned lesson to the date of Your booked test.

- A Short Notice Test package consists of 5 hours of instructor and tuition vehicle time as a minimum. This includes a 2-hour driving assessment and a further 3 hours’ covering the day of Your driving test.
- As a minimum You will need to pay for 5 hours of tuition before any lessons can be booked.
- Additional hours purchased within the Short Notice Test period as defined above will be charged at the instructor’s standard hourly tuition rate plus £5.
- If You fail your test and require additional lessons these will be charged at Your instructor’s standard hourly tuition rate.
- If You change your mind and wish to cancel Your Short Notice Test package lessons, a minimum of 48 hours’ cancellation notice is required prior to the initial 2-hour assessment lesson, for a full refund. Please refer to our “Cancellation of Lessons” and “Refund Policy and Warranty” sections, for the standard terms and conditions of Our cancellation and refund policy.
- During the initial 2-hour assessment lesson you will be evaluated by Your instructor. If after the 2-hour assessment lesson the instructor tells You that You are not ready for the test, the instructor is under no obligation to take You to the test. Your instructor will advise you of the next steps needed to become test ready.
- The Driver & Vehicle Standards Agency stipulate that You need to give 3 clear working days to cancel or re-schedule your test. This means that You may lose your Driving Standards Agency test fee if Your instructor says that You are not ready for the test after the initial 2-hour assessment lesson. In these circumstances neither BSM and/or Your instructor are liable for the cost of any lost driving test fee.
- If You decide to reschedule Your test to a later date, You can use the unused pre-paid hour(s) for further tuition toward the new test date.
- This offer cannot be taken in conjunction with any other offer.

### **Special offers and discounts**

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

BSM 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 BSM, 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, inclusive of the booking fee (if applicable).
- 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 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 BSM voucher, We will not be able to proceed to any refund after redemption of the card or voucher.

## **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 0800 316 3431. In the event that some or all of Your lessons were not purchased in accordance with the foregoing terms, BSM reserve the right to suspend these lessons in Your account, with immediate effect.

An investigation will then be conducted by the BSM 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 BSM shall have no liability in these circumstances.

## **Limitation of Liability**

Your Instructor BSM and/or DSAL 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 DSAL 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 neither BSM and/or DSAL is not a party to the contract for driving tuition itself, which is between You and Your Instructor. This does not affect any liability that BSM and/or DSAL 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.

### **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 Customer Service Centre on 0800 316 3431.

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 five 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.

Email:  
bsmcustomercare@bsm.co.uk  
Post:

BSM, Floor 17, Capital Tower, Greyfriars Road, Cardiff. CF10 3AG.

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.



## 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 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 Data Protection Officer, at BSM, 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 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 Data Protection Officer in writing at the same address as above at any time to suppress some or all products.

The AA Group means AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding. The AA Group use a variety of well-known brand and trading names including, but not limited to, AA, BSM, Go Travel Insurance, 1Stop Travel Insurance and Peak Performance. Details of the relevant companies can be obtained from the Data Protection Officer at the same address as above.

For further information on how we use personal data, please see our full Privacy Policy

## General

“Force Majeure” means an event or sequence of events beyond our reasonable control preventing or delaying us from performing our obligations. We will not be liable if delayed in or prevented from performing our obligations under these Terms and Conditions due to Force Majeure.

A waiver of any rights under these Terms and Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal

and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

These Terms are not intended to give rights to anyone except you and us. The rights of any third parties are specifically excluded.

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

**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.

**Registered address**

BSM is a trading name of Automobile Association Developments Limited  
Registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA  
Registered in England and Wales number 1878835

Pupil Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_