



## Register of Driving Instructors Code of Conduct and Good Practice

### 1. Personal Conduct

The Instructor agrees –

- 1.1 At all times, to treat clients with respect, courtesy and consideration, behave in a professional manner towards clients, and maintain a respectful and considerate demeanour;
- 1.2 To avoid all physical contact with a client other than is necessitated by an emergency situation, or in the normal course of greeting or parting from a client; and
- 1.3 Whilst reserving the right to decide against giving tuition, will not act in any way which contravenes legislation on discrimination.

### 2. Giving Instruction

The Instructor agrees -

- 2.1 To provide clients with appropriate training for the driving test or examination they are seeking to pass, and that such training will be in accordance with any guidelines or instructions as may from time to time be issued by Driver & Vehicle Licensing;
- 2.2 To safeguard and account for any monies paid in advance by the client in respect of driving lessons, test or examination fees or for any other purpose and will make the details of any such monies available to the client on request;
- 2.3 On or prior to commencing the first lesson, to provide the client with a written copy of the Terms of Instruction under which instruction will be conducted. These Terms of Instruction will include:
  - the legal identity of the Instructor with full address, email address and telephone number at which the instructor can be contacted;
  - the cost of the lessons (including any discounts for booking a series of lessons and any special or additional costs that may be incurred);
  - the planned duration of lessons (including particulars of any additional charges for incidental or other assistance);
  - the costs and the terms and conditions that will apply should the Instructor's vehicle be used by the client for undertaking a driving test or examination (including any costs or reimbursements in the event of postponement or cancellation of a driving test or examination);

- the terms under which either the Instructor or the client may postpone or cancel a lesson or series of lessons; and
  - the procedure for complaints;
- 2.4 To give a copy of this Code of Conduct and Good Practice to each client on or prior to the commencement of the first lesson;
- 2.5 To assist the client in being properly prepared for any lesson, ensuring that the relevant driving documentation is in good order and that the client knows and understands what will be expected from undertaking a course of driving instruction; and
- 2.6 To provide clients with open and honest information and advice about their driving ability and their chances of success in undertaking the driving test or examination for which they are training.

### **3. The Driving Examination**

The Instructor agrees –

- 3.1 To be open and honest about the client's driving ability and will not mislead clients regarding their chances of success, in the event that the Instructor chooses to advise a client when it is appropriate to apply for theory and practical driving tests;
- 3.2 Not to encourage or assist a client to undertake a driving test or examination, or permit the use of the Instructor's vehicle in order for a client to undertake a driving test or examination, if the Instructor does not believe that the client has a reasonable chance of success in passing the driving test or examination;
- 3.3 To assist clients in their preparation for taking the driving test or examination by advising clients on –
- what documentation will be required for the driving test or examination;
  - the nature of, and what is involved in, the driving test or examination;
  - how to prepare for the driving test or examination to help ensure the best opportunities for success in the driving test or examination;
  - waiting times for applications for driving tests and examinations;
  - whether the client's vehicle is roadworthy (if the client intends to make use of a personal vehicle for the test or examination); and
  - where the client should attend, and how the client should behave in relation to officials and administrators of driving tests and examinations;
- 3.4 That the instructor may, at the Instructor's own discretion, assist the client in applying for driving tests or examinations;

- 3.5 Not to cancel or re-arrange a driving test or examination without the prior agreement of the client; and
- 3.6 To provide the client with clear and specific information regarding the use of the Instructor's vehicle by the client for any practical test or examination.

#### **4. Advertising**

The Instructor agrees that -

- 4.1 Any of the Instructor's advertising will comply with the general rules and the sector specific rules relating to motoring in the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing<sup>1</sup> ("the CAP Code"), including without limitation, the criteria that -
1. Marketing communications should be legal, decent, honest and truthful;
  2. Marketing communications must be prepared with a sense of responsibility to consumers and to society;
  3. Marketing communications must respect the principles of fair competition generally accepted in business;
  4. Marketing communications must reflect the spirit, not merely the letter, of the CAP Code; and
  5. Marketers should deal fairly with consumers.
- 4.2 Advertising that refers to clients' pass rates should not be in any way misleading or open to misinterpretation and that the basis on which any calculation is made should be clearly explained.

#### **5. Complaints**

The Instructor agrees -

- 5.1 To respond to informal verbal complaints with courtesy and consideration and will attempt to resolve any issues that are raised with all due speed and attention;
- 5.2 To respond to all formal written complaints promptly and comprehensively in writing; and
- 5.3 Complaints by clients should –
- In the first instance be made to the Instructor concerned in accordance with the complaints procedure set out in the Terms of Instruction and as set out in paragraphs 5.1 and 5.2;
  - Failing any agreement or settlement of a dispute or complaint, reference may be made to Driver & Vehicle Licensing who may, if they consider it appropriate, consider the matter and advise accordingly, or alternatively the parties may wish to refer the matter to the courts or another statutory body.

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<sup>1</sup> <http://www.cap.org.uk/Advertising-Codes.aspx>

## **6. Motor Vehicles Used for Instruction**

The Instructor agrees -

- 6.1 Only to use a motor vehicle for instruction, practical tests or examination that –
- Is (where the vehicle used is the instructor's vehicle), or appears to be (where the vehicle used is the client's vehicle), roadworthy and mechanically sound with all mirrors, electronics and other devices fully functioning;
  - Complies with the Minimum Standards For Test Vehicles (as set out in the Appendix) for the driving test or examination that the client is seeking to pass, and all applicable statutory requirements;
  - Is clean and a suitable vehicle for the purposes of driving instruction;
  - In the case of a motor car, has right hand drive with dual controls, except in exceptional circumstances, provided that Driver & Vehicle Licensing's written consent has been obtained;
  - Has the driving instructor badge issued by Driver & Vehicle Licensing displayed in a conspicuous position in the vehicle; and
  - Is insured (where the vehicle used is the instructor's vehicle), or appears to be insured after reasonable enquiry (where the vehicle used is the client's vehicle), for the purpose of driving instruction, and examination, and that the insurance policy in force insures any client, instructor and examiner as the driver or person in charge of the vehicle in respect of third party risks in accordance with the Road Traffic (Compulsory Third-Party Insurance) (Guernsey) Law, 1936, as amended; and
- 6.2 All of the necessary legal requirements in relation to a motor vehicle used by a learner driver, including, without limitation, L plates, will be in place in relation to the motor vehicle used for instruction.

## **7. A Structured Learning Programme**

The Instructor agrees to -

- 7.1 Provide each client with a structured learning programme including reference to all areas of the required disciplines relating to the driving examination or test for which tuition is being provided.

## **8. Personal Data**

The Instructor agrees to –

- 8.1 The publication of the Instructor's personal data submitted by the Instructor to Driver & Vehicle Licensing for the purposes of the administration and publication of the Register of Driving Instructors by Driver & Vehicle Licensing.

## 9. Consequences of Non-Compliance with the Code

The Instructor acknowledges that –

- 9.1 A breach of any of the provisions of this Code of Conduct and Good Practice may lead to the suspension or removal of the Instructor's name from the Guernsey Register of Driving Instructors by Driver & Vehicle Licensing or the imposition of conditions, or variation of existing conditions, by Driver & Vehicle Licensing on the Instructor's registration on the Guernsey Register of Driving Instructors.

## 10. Medical Fitness

Should the Instructor become aware of a condition that may render driving a vehicle and / or discharging the duties of a driving instructor difficult or impossible, then notification of such condition must be communicated to Driver & Vehicle Licensing immediately and anyway within ten days of confirmation of the existence of the condition.

### Declaration

**I agree to comply with this Code of Conduct and Good Practice and acknowledge that a breach of any of the provisions of this Code of Conduct and Good Practice may lead to my suspension or removal from the Guernsey Register of Driving Instructors, or the imposition or variation of conditions of my registration on the Guernsey Register of Driving Instructors.**

**I have read the Register of Driving Instructors Governing Policy, and understand and agree that Driver & Vehicle Licensing will refer to this Policy when determining my application for admittance, or renewal, onto the Register, or taking any disciplinary measures against me, including my suspension or removal from the Register, or the imposition or variation of conditions of my registration.**

**I further understand that in the event that I breach a condition of my registration, or am no longer deemed to be a fit and proper person, then this could result in my suspension or removal from the Register, or the imposition or variation of conditions of my registration.**

|                            |  |                                |  |
|----------------------------|--|--------------------------------|--|
| <b>Name of Instructor:</b> |  | <b>Name of Driving School:</b> |  |
| <b>Signature:</b>          |  | <b>Date:</b>                   |  |

*Please note:*

*Driver & Vehicle Licensing may amend this Code from time to time after consultation with representative bodies upon which Instructors will be notified of any changes and required to comply with the Code in its amended form.*

## APPENDIX

### MINIMUM STANDARDS FOR TEST VEHICLES

(extracted from Driver & Vehicle Licensing's Guidance on the Guernsey Practical Driving Test)

The Committee *for the* Environment & Infrastructure, in exercise of the powers conferred upon it by Section 15B. (b) of the Motor Taxation and Licensing Law, 1987, as amended resolves that when a motor vehicle is to be used for the purpose of undertaking a test of competence to drive as required under Section 4. (2) Of the Driving Licences (Guernsey Ordinance, 1995, that motor vehicle will comply with the following minimum standards:

“**MAM**” refers to the Maximum Authorised Mass. i.e. the plated Gross Vehicle Weight as specified by the manufacturer (the permissible weight of the vehicle, trailer or vehicle/trailer combination).

“**RTM**” refers to the Real Total Mass. i.e. the actual weight of the vehicle presented for test.

- All vehicles used for driving tests must be road legal, insured (displaying an insurance disc in the windscreen) and taxed (if applicable), roadworthy and have no warning lights showing.
- Vehicles that have the front side windows and/or the front windscreen significantly darkened will not be suitable for testing purposes.
- Vehicles must have a speedometer that measures speed in miles per hour and kilometers per hour.
- All vehicles presented must be fitted with seatbelts in good working order for use by the examiner and any person supervising the test. All vehicles must have seatbelts fitted where required by the Seat Belts Ordinance, 1988.
- Vehicles must be fitted with a passenger head restraint, this need not be adjustable but must be fitted as an integral part of the seat – “slip on” type head restraints are not permitted.
- Where a vehicle used for driving instruction is fitted with a dual control accelerator pedal, it must be disconnected for the test. The engine must not be altered to run especially fast.
- No items should be left unsecured in the vehicle when produced for a test, including on the rear seat, rear foot wells and rear parcel shelf and the interior of the vehicle should be in an appropriate state of cleanliness.
- Legally sized L Plates must be displayed on the front and rear of the vehicle in a vertical or near vertical position and on a flat surface. L Plates that are wrapped around the forks of a motorcycle or mounted on the flat bonnet of a car are not acceptable. They must not interfere with the driver's or examiner's view.
- Vehicles presented for the practical test must be representative of their type/class. The following vehicles (at the time of writing) are not permitted to be used for a test:- Piaggio MP3 125 and 250, BMW C1, Thumpstar 125, Thump 50, Mini Cooper Convertible, Ford KA convertible, Volkswagen Beetle Convertible and Toyota I.Q.

- A vehicle with an electronic parking brake or a park brake that is not accessible by the examiner cannot be used for a test unless professionally fitted with dual controls. • Space-saver tyres cannot be used on a test.
- Front view windscreen wipers should be fitted and be in good working order.
- Rear view windscreen wipers are recommended to ensure that clear vision can always be maintained through the rear window for the driver and the examiner. If they happen not to be factory fitted or are not in working order, then the test will be taken if, at the discretion of the examiner, the conditions are such that safety will not be compromised. If the conditions are not considered safe, then the test will not be taken, and the candidate will lose their fee. If during the test the conditions change, the examiner may terminate the test and the candidate will lose their fee.
- Left hand drive vehicles cannot be used on test.
- High level rear brake lights must be in working order if factory fitted.
- The bodywork/bumper/mirrors must not be in a damaged condition that could potentially cause injury to other road users.
- A vehicle that has a known safety fault cannot be taken on test and must first be checked and fixed.
- Indicators must be fitted and be in good working order.
- No pets are permitted in the vehicle.
- Accompanying people in the vehicle during the test must be a minimum of 18 years old.
- Reversing beepers/reversing aids can be used but not in place of the required observations.