



## **Taxi Driver Assessments**

### **Terms and Conditions**

#### **1 General and Contractual**

- a) These arrangements are made between the Blue Lamp Trust ('The Trust') and the Taxi Driver ('The Driver') seeking an Assessment ('The Assessment'), pursuant to policies in place within the Licensing Authority ('LA') where the Driver practices, or seeks to practice, as a Taxi Driver or in any other relevant role driving for Hire or Reward.
- b) The Trust is a preferred or approved provider of Assessments for certain LAs and will, on request from the Driver, undertake an Assessment on the Driver for fitness to drive a Taxi and will inform the LA of the outcome of any such Assessment. In the case of an unsuccessful test the Trust will provide written feedback to the Driver.
- c) These Terms incorporate the '**Important Information**' and '**Code of Conduct**' fact sheets also available on the Trust's website.

#### **2 Booking and Payment**

- a) All bookings will be subject to these Terms and Conditions and the Driver confirms, by making a booking, that this is agreed to.
- b) All booking fees for Assessments will be pre-paid via the Trusts' website using a credit or debit card. The trust will cancel any booking where payment is subsequently refused or rejected by the card provider.
- c) The Trust reserves the right to decline any proposed booking.
- d) Where a booking is accepted by the Trust, the Drivers name, mobile telephone number and relevant LA will be passed to an Assessor who will contact the Driver to arrange the Assessment including the date, time and meeting location.

#### **3 The Assessment**

- a) The Driver must attend for the Assessment at the date, time and location as notified and agreed with the Assessor. Failure to comply with this clause will lead to the cancellation of the Assessment without refund of fee or re-arrangement of Assessment
- b) The Driver must ensure that they have the following in place before the commencement of the Assessment:
  - Entitlement to Drive on UK Roads (Full Licence including photo ID)
  - Current UK law compliant insurance policy for the vehicle to be used for the Assessment
  - Evidence of roadworthiness of the vehicle used for the Assessment (valid current MOT if applicable)



- The Assessor may refuse to conduct, or may abandon, the Assessment should he/she have any reasonable doubts about the legal compliance of the vehicle, the vehicle's continued suitability for the test, the insurance or the driver's entitlement/fitness to drive on UK roads.
- c) The Assessment will take place in a motor vehicle provided by the Driver.
  - d) The Driver may undertake the assessment in a manual or automatic vehicle, however if seeking an Assessment pass to drive a manual vehicle, your LA may require the test to be performed in a manual vehicle.
  - e) The Assessment will be carried out by a DVSA Approved Assessor / Instructor with Fleet Accreditation.
  - f) The Assessment will last between 45 – 60 minutes and will be carried out on a route allocated by the Assessor.
  - g) Notwithstanding clause f), the Assessor may terminate the Assessment in the event of a major infringement of Road Traffic Legislation or for another substantial reason.
  - h) At the end of the Assessment the Driver will receive the outcome of the Assessment, which may also be communicated to the relevant LA up their request.

#### **4 The Driver**

In accepting these Terms and Conditions the Driver warrants to the Trust that he/she:

- Holds a valid current full licence permitting driving on UK roads
- Has in force a valid insurance policy covering the use of the vehicle on UK roads for the purposes of the Assessment
- That the vehicle provided for the Assessment is roadworthy and complies with all relevant UK legislation
- Is not aware of any medical reason why he/she should not be driving on UK roads

and the Driver will hold the Trust indemnified on all the above matters in this paragraph.

#### **5 The Trust**

- a) The Trust will provide the Assessment in accordance with these Terms.
- b) Whilst the Trust will make every effort to carry out any Assessment as arranged, the Trust will not accept any liability for any consequential loss whatsoever arising out of these Terms and Conditions or out of any Assessment and outcome thereof.

#### **6 Cancellation / Refunds**

- a) Cancellation by the Trust  
Whilst the Trust will make every effort to undertake Assessments as arranged, it reserves the right to cancel giving as much notice to the Driver as is practicable. Where the Trust cancels an Assessment, an alternative booking will be offered without any charge. If an alternative booking is declined, a full refund will be made to the Driver.



b) Cancellation / Changes by the Driver

Where the Driver wishes to cancel or change a booked Assessment, a minimum of five (5) clear working days' notice must be given to the Blue Lamp Trust office (leaving a voice mail if the office is closed). Should the required notice not be given, no refund of Assessment fees will be given. Where proper notice is given, a full refund will be offered by the Trust. Where an Assessment is rebooked, this will not attract any administration fee provided that the required notice is given.

**7 Complaints**

- a) Where a Driver has a complaint about the conduct of any Assessment this should be raised, at the time, with the Assessor conducting the Assessment. If the matter is not resolved, the issue must be raised, in writing, within ten (10) working days of the Assessment, emailed to [info@bluelamptrust.org.uk](mailto:info@bluelamptrust.org.uk). A response will be given to the Driver within ten (10) working days of receipt by the Trust of the complaint and any remedy decided will be at the sole discretion of The Trust. Complaints received out of time or not in writing will not be dealt with.

Note: Scope of Assessment

It is Trust policy to offer Taxi Driver Assessments only within the programme and Agreement. The Trust does not offer pre-Assessment training, or remedial training after a failed Assessment. Should any Assessor appear to the Driver to be breaching this policy, a complaint under 7 above may be made.

The Trust offers re-testes in the event of a failure, but these should be rebooked as in 2 above and not directly through the Assessor. A retest will be charged at full rate.