# **Driving Test Terms and Conditions**

Driver testing is carried out by the RSA to a standard that complies with the EU Directive on driver licensing. You can choose to have your test conducted in Irish or English.

The RSA reserves the right to refuse to conduct a driving test if you do not meet the requirements set out below and in all notifications issued to you, in particular the "Checklist for your Driving Test" document that accompanies your driving test appointment notification; you can opt to have these documents sent to you either by post or via email.

#### Contact us:

Email: drivingtest@rsa.ie

Address: Driver Testing Section, RSA, Moy Valley Business Park, Primrose Hill, Ballina, Co. Mayo

# **Driving test fees**

Category	Fee
A, A1, A2, AM, B, BE, W	€85
All other categories	€120
CPC Driving Test (Bus or Truck category)	€152
Part 1 – Practical driving test - €120.	
Part 2 – Practical walk-around test - €32.	

Fees are non-transferable.

If, after making a driving test application, you do not wish to proceed with the application, you may apply within 14 days of the application date for a refund of your test fee. Applications for such a refund must be made (you may use the following form if you wish Request to Withdraw a Driving Test Application) by email or post to the above email or postal addresses. If a test appointment has been arranged for you within 14 days of your application date, whether or not the actual test date is inside or outside of the 14 days, you will not qualify for such a refund.

	Request to withdraw a Driving Test Application		
proceed	sed only where you wish to seek a refund within 14 days of making payment and do not wish to I with your driving test application, and where you have not received a driving test appointment of this application)		
TO:	Driver Testing Section, Road Safety Authority, Moy Valley Business Park, Primrose Hill, Ballina, Co. Mayo  Email: <a href="mailto:drivingtest@rsa.ie">drivingtest@rsa.ie</a>		
	I hereby give notice that I cancel my contract for the provision of a driving test.  Driving Test Application Number:		
	Date of application:		
	Name of driving test applicant:		
	Address of driving test applicant:		
	Signature of driving test applicant:  (only required when you are returning this form by post)		
	Date:		

Where you have received a scheduled test appointment you may cancel twice without forfeiting your fee, provided you give at least 10 days' notice (see 'Cancelling your test appointment' below).

# **Test centres**

Driving test centres are also located countrywide as set out below:

Dundalk	Naas
Dungarvan	Navan
Ennis	Nenagh
Galway	Newcastle W.
Gorey	Portlaoise
Kilkenny	Roscommon
Killarney	Shannon
Kilrush	Skibbereen
Letterkenny	Sligo
Limerick City*	Thurles
Castlemungret	Tipperary
Woodview	Tralee
Longford	Tuam
Loughrea	Tullamore
Mallow	Waterford
Monaghan	Wexford
Mullingar	Wicklow
	Dungarvan  Ennis  Galway  Gorey  Kilkenny  Killarney  Kilrush  Letterkenny  Limerick City*  Castlemungret  Woodview  Longford  Loughrea  Mallow  Monaghan

<sup>\*</sup>There are centres in Churchtown, Finglas, Raheny and Tallaght in Dublin City and in Castlemungret and Woodview in Limerick City.

Where possible, your test will be arranged for the centre you nominate as your preferred test centre on your application form.

Driving tests for trucks, buses and articulated vehicles, (licence categories C1, C, CE, C1E, D1, D, DE and D1E) are only conducted at a limited number of the larger centres. If you apply for a test in one of these licence categories at a test centre where tests in these categories are not conducted, you will be scheduled at the centre nearest to you where it is conducted.

If you are applying for a test in category W (tractor/works vehicle) you can request to have the test conducted at a town nearer to you than any of the above centres.

#### Six Month Rule

First-time learner permit holders for licence categories A, A1, A2, AM, B and W (Motorcycle, Car and Works Vehicle) must hold a learner permit for six months in the category they wish to be tested in before they can sit their driving test. If this rule applies to you, your permit will show a Code 991, in column 12, beside the category.

This is particularly important if you have added a licence category to your permit, as it is the date the category was added that is relevant, not the date that your permit was issued.

It is your responsibility to ensure that you have checked your permit details and that you are eligible to sit the test. If you are not eligible, you will lose your fee and have to reapply.

If you hold a current full driving licence in the required category from another jurisdiction for more than six months, you may be exempt from the six month rule. To verify if you are exempt, forward your original licence and a letter of entitlement from your State licensing authority to:

Customer Service Manager, Driver Testing Section, RSA, Moy Valley Business Park, Primrose Hill, Ballina, Co. Mayo.

# **Learner Driver Training**

As part of a programme to improve driving standards and safety on our roads, any new learner driver, whose first motorcycle learner permit was issued on or after 6th December 2010, (or in the case of Category A, has a start date after 15 November 1999 (18 December 1999 in certain circumstances)), and any new learner driver whose category B learner permit issued on or after 4th April 2011, is required to undertake structured learner driver training. This training is known as Initial Basic Training (IBT) for motorcycles and Essential Driver Training (EDT) for cars. Learn more about IBT and EDT.

#### Booking a test date online

Self-scheduling a driving test appointment date is only available at the application stage (cars only). If you have already applied, we will schedule your test appointment for you and send you the details at a later stage.

Once you enter your payment details, you can select a test date and time by clicking on the 'Schedule an appointment' link within our online application—this will show you available test slots (cars only) in your chosen centre. If you have recently failed a driving test, you will be unable to schedule a driving test for a period of three weeks.

If you do not wish to select a test date or if a test date is not available, we will schedule your test appointment for you and send you the details at a later stage. We aim to have a national average waiting time for a driving test of

not greater than 10 weeks, but individual waiting times may vary. You can check the average waiting times for

your test centre on the RSA website.

If you require an urgent test appointment, you should indicate in your application that you will accept a test date

at short notice. Your application will be put on a priority list and you will be offered a test appointment as soon as

one becomes available through another applicant's cancellation. You must give details of any dates you are not

available and monitor your correspondence regularly.

In the case of an agent acting on behalf of a test applicant (e.g., agreeing to a test appointment or cancelling a

test appointment on behalf of an applicant), you as applicant are declaring/accepting that you are aware of the

requirements set out in these Terms and Conditions.

Your contact details

- If you provide the RSA with a mobile telephone number, we may send you text message reminders regarding

your driving test.

- If you choose email as your preferred contact method, all communications regarding your test will be sent to

the email address you give. You must ensure that you check your account regularly for emails from the RSA

regarding your Driving Test.

- All emails in relation to your test will be issued from drivertestingsection@rsa.ie. Do not send messages to this

address, as it is an automated mailbox. You must ensure that drivertestingsection@rsa.ie is listed on your 'safe

senders' list so that RSA emails do not get sent to your Junk/Spam mail folder.

**Cancelling your test appointment** 

If you wish to cancel your test appointment:

You will not lose your fee if you:

- Have not previously cancelled two or more appointments and you give at least 10 days' notice. We will re-

schedule your test and issue a new test appointment to you in due course.

You will lose your fee if you:

-give less than 10 days' notice

OR

-have already cancelled two or more test appointments

You can cancel:

- Online:

• through the <u>Driver Testing online application system</u>, or you can

complete our <u>Online Test Cancellation Form</u>

- by Post: (see address above)

- by **Phone:** Our cancellation service at Lo Call 1890 40 60 40 (Choose Option 1) operates 24 hours a day, 7

days a week. Please quote your application number when you cancel.

What happens if the RSA cancels my test?

In exceptional cases we may have to cancel your test at short notice.

This may be due to:

- hazardous weather conditions

- a tester being absent unexpectedly

- other exceptional circumstances

We will make every effort to notify you of the cancellation as soon as possible, using the contact details you provide.

In these cases we will arrange another test for you free of charge at the earliest date possible.

Your appointment

Appointments for driving tests are generally organised on a first-come-first-served basis approximately one month in advance of your test. Your appointment notification will indicate the time, date and venue for the test and will also set out how to cancel your appointment should this prove necessary.

The onus is on you to ensure that you have read the 'Checklist for your Driving Test' (which issues to every applicant and is also downloadable on <a href="www.rsa.ie">www.rsa.ie</a>) ahead of the test and that you comply with the requirements. If you do not meet the necessary requirements, your test will not be conducted and your fee will be forfeited.

On the day of the test

Plan on arriving a little early for your test appointment. If you are late, the test cannot be conducted and your fee will be forfeited.

The driver tester will check to establish that:

- Your learner permit is in your name, is valid and current, and includes the category of vehicle you are to be tested in.
- The vehicle you provide meets the requirements for your test category, as outlined in your appointment notification and accompanying 'Checklist for your Driving Test' leaflet.
- You have held a <u>valid learner permit in the test category for at least six months</u> on the day of your test (in the case of a first time learner permit holder, the code 991 will appear in column 12, beside the category). This applies to cars, motorcycles and works vehicles, unless you have a letter of exemption as outlined in the Six Month Rule section above.
- You comply with regulations relating to <u>Essential Driver Training (EDT) for car drivers and Initial Basic Training</u> (IBT) for Motorcyclists.

You will be asked to read and sign a statement confirming that:

- The vehicle insurance cover is in place and is adequate
- Your vehicle is in a roadworthy condition (download the 'Checklist for your Driving Test' document on www.rsa.ie for more information)

If you pass your test in an automatic car, you can only apply for a full driving licence to drive an automatic car. If you later want to apply for a full driving licence for a manual car, which allows you to drive either a manual or automatic vehicle, you will have to get a further category B learner permit and pass a further driving test in a manual vehicle before applying for a full licence to drive it.

If you attend for test and you do not meet the requirements, you will lose your fee and have to reapply.

# **Special Assistance**

To avoid delays on the day of your test, you should notify the RSA's Driver Testing Section in advance if you:

- are deaf or have a hearing difficulty you are permitted to have an interpreter with you for the first (oral) part of the test. This person must not be a driving instructor, must be 16 or over and may not accompany you during the practical element of the test.
- are restricted in your movements or have any disability which could affect your driving
- drive an adapted vehicle if you pass your test with a vehicle adapted to suit a disability (e.g., it has additional controls), it will be recorded on your driving licence

#### **Interpreters**

If you have difficulty communicating in English or are deaf/have a hearing difficulty, you are permitted to have an interpreter with you for the first (oral) part of the test. This person must not be a driving instructor, must be aged 16 or over and may not accompany you during the practical element of the test.

# Repeating your test

If you are not successful, the driver tester will give you a report detailing aspects of your driving that caused you to not be successful. The tester is not permitted to discuss the details of your test results with you. You will also receive a certificate indicating that you failed the test; keep it in a safe place as you may need it to renew your learner permit.

If you wish to apply for a further test, it could happen that you will be scheduled with the same tester but where possible this will not happen repeatedly, as a matter of RSA policy.

#### Appealing a failed test

If you feel your test was not properly conducted, you can appeal to the District Court under Article 33 of the Road Traffic Act, 1961. The Court may endorse the decision of the tester or, alternatively, direct that a further test be offered to you free of charge.

# **Data Protection**

# **Privacy Notice**

**The RSA** ("we", "us", "our") is classified as a "Controller" under the General Data Protection Regulation ((EU) 2016/679) ("GDPR") in respect of certain Personal Data you furnish to us.

This Privacy Notice is meant to help you understand what Personal Data we collect about you, why we collect it, and what we do with it.

#### 1. What is Personal Data?

"Personal Data" is any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier such as a user IP addresses or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and includes Special Categories of Personal Data;

"Special Categories of Personal Data" is any Personal Data that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership; data concerning health or sex life and sexual orientation; genetic data or biometric data.

#### 2. Personal Data Collected and Processed

We collect and process Personal Data relating to you in connection with our relationship with you. Depending on the service used by you the type of Personal Data and method of collection will vary. The Personal Data collected by us in respect of your application for a driving test includes, but is not limited to, name, address, date of birth, gender, Driver Number, PPS Number, contact details, medical information.

We do not collect any personal information from this website apart from information which you provide in your application. Any information you provide is not shared with any third party and is used only for the purpose for which it was provided.

#### 3. Technical Data Collected

When you visit our website, we gather statistical and other analytical information on an aggregate basis of all visitors to our website. This Non-Personal Data comprises information that cannot be used to identify or contact you, such as demographic information regarding, for example, user IP addresses where they have been clipped or anonymised, browser types and other anonymous statistical data involving the use of our website.

This website does not use cookies, apart from cookies used by Google Analytics and temporary "session" cookies which enable a visitor's web browser to remember which pages on this website have already been visited. Visitors can use this website with no loss of functionality if cookies are disabled from the web browser. Technical details in connection with visits to this website are logged by our Internet service provider for our statistical purposes. No information is collected that could be used by us to identify website visitors. The technical details logged are confined to the following items:

- the IP address of the visitor's web server
- the top-level domain name used (for example .ie, .com, .org, .net)
- the previous website address from which the visitor reached us, including any search terms used
- clickstream date which shows the traffic of visitors around this web site (for example pages accessed and documents downloaded)
- The type of web browser used by the website visitor

# 4. Sources of Personal Data

- In providing our services to you may collect data from you and from the following sources:
- Department of Transport Tourism and Sport (National Driver & Vehicle File),
- Our Third Party Contracted Service Providers in such services as the Driver Theory Test Service, the National Driver Licence Service
- Your Approved Driving Instructor

In all instances the data collected is the minimum required for us to provide the service to you.

### 5. Purposes for which we hold your Personal Data

The Personal Data that is referred to above will be processed for the purposes of providing a service to our customers and to fulfil the RSA's regulatory obligations in respect of all aspects of providing you with a driving test and driving licence.

We only collect, utilise and share Personal Data in strict adherence with Data Protection laws and principles. Categories of processing include your consent to do so, processing on the basis of a legal obligation, and in order to complete the performance of a contract. If at any time we need to use your Personal Data for a purpose that is different from the original purpose we will contact you regarding this change.

Our legal basis for collecting and using this information in accordance with the provisions of this Data Privacy Notice is: processing is necessary for compliance with a legal obligation to which the controller is subject.

Where you have provided consent for the use of your Personal Data, you can withdraw it at any time by informing the RSA's Data Protection Officer, however, this will not affect the lawfulness of processing which was carried out based on your consent prior to its withdrawal.

# 6. Disclosure of your Personal Data to Third Parties

We disclose your Personal Data to various recipients in connection with the above purposes, including:

- Department of Transport Tourism and Sport (National Driver & Vehicle File),
- Our Third Party Contracted Service Providers in such services as the Driver Theory Test Service, the National Driver Licence Service

The RSA has entered into contractual arrangements with each of its third party contractors which ensures that any personal data transferred to it by the RSA can only be used for the purposes specified in relation to the services provided.

We will not disclose your Personal Data to a third party except if we believe in good faith that we are required to access, use, preserve or disclose it in order to comply with any applicable law or regulation, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

# 7. Transfers of your Personal Data outside of the European Union

In as far as is practicable the RSA endeavours to hold all personal data within the EEA. We will endeavour not transfer your Personal Data outside the EEA, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for Personal Data as is provided for in the European Union.

If and to the extent that we do so, we will ensure that appropriate measures are in place to comply with our obligations under applicable law governing such transfers, which may include entering into a data processing

agreement in respect of the transfer which contains the 'standard contractual clauses' approved by the European Commission, or in respect of transfers to the United States of America, ensuring that the transfer is covered by the EU-US Privacy Shield framework (or any replacement framework). Further details of the measures that we have taken in this regard are available on request from the Data Protection Officer.

# 8. How we secure your Personal Data

Where we host a service your Personal Data is held on secure servers within the EEA. In cases where a service is not hosted by us, the service provider has provided assurances in respect of the security of their hosting environment.

Where you communicate with us via our website, the nature of the Internet is such that we cannot guarantee or warrant the security of any information you transmit to us via the Internet. No data transmission over the Internet can be guaranteed to be 100% secure. However, we will take all reasonable steps (including appropriate technical and organisational measures) to protect your Personal Data.

# 9. Your Rights

You have the following rights, in certain circumstances and subject to certain restrictions, in relation to your Personal Data:

- The right to access your Personal Data;
- The right to request the rectification and/or erasure of your Personal Data;
- The right to restrict the use of your Personal Data;
- The right to object to the processing of your Personal Data;
- The right to be forgotten in certain circumstances; and
- The right to receive your Personal Data, which you have provided to us, in a structured, commonly used and machine-readable format or to require us to transmit that data to another controller.

# 10. How you can exercise your rights

In order to execute any of the rights set out above, please contact us.

# 11. How long we retain your Personal Data

We will not hold your Personal Data for longer than is necessary. We retain your Personal Data for as long as we need it for the purposes described in this Privacy Notice (including but not limited to section 6 (Disclosure of your Personal Data to third parties)), or to comply with any applicable law or regulation, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

# 12. Changes to this Privacy Notice and our Policies

We reserve the right to make changes to this Privacy Notice at any time without prior consultation. Any changes to this Privacy Notice will be posted on our so you are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any time we decide to use Personal Data in a manner significantly different from that stated in this Privacy Notice, or otherwise disclosed to you at the time it was collected, we will notify you by e-mail, and you will have a choice as to whether or not we use your Personal Data in the new manner.

# 13. Questions and Complaints

If you have any questions regarding this Privacy Notice, you can contact us using the information below:

Mr. Eamonn Kennedy

**Data Protection Officer** 

Road Safety Authority

Moy Valley Business Park

Primrose Hill

Ballina

Co. Mayo

F26 V6E4

Email: <u>DataProtection@rsa.ie</u>

You have the right to lodge a complaint with the Irish Data Protection Commissioner (or any replacement organisation) (https://www.dataprotection.ie/docs/Contact-us/11.htm).

# **Disclaimer of liability**

To the greatest extent permitted by law, the RSA shall not be liable for any loss, damage or other liability that you may suffer arising out of or in connection with your driving test or otherwise, whether under theories of contract, tort (including negligence), strict liability or otherwise. In no circumstances will the RSA be liable for special, incidental, indirect or economic loss or damage, however it may arise, including as a result of loss of time, loss of savings, loss of data, loss of business, loss of revenue, loss of opportunity, loss of goodwill or loss of profits. Without prejudice to the generality of the preceding sentences of this clause, the RSA will have no liability to you in connection with delays, inaccuracies, errors in, or omission of information relating to any driving test, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination of any driving test.

Except as expressly set out in these terms and conditions, to the greatest extent permitted by law all warranties, conditions, representations, undertaking, statements, terms and provisions express or implied by statute, common law or otherwise are excluded by the RSA.

# **Conflict of terms**

If there is a conflict or contradiction between the provisions of these terms and conditions and any other relevant terms and conditions, policies or notices that are provided to you by the RSA in relation to your driving test, the other provisions shall prevail.