

Customer Agreement

(effective 05-01-2015 and subject to change)

INTRODUCTION

These terms and conditions ("the Terms") govern the agreement between the Customer ("you"), the Instructor and Drivinglessons.com.au Pty Limited ACN 139 805 762 of Unit 9, 37 Kesteven Street, Florey, ACT. By booking a Lesson and/or purchasing a smartDEALS with us, you are bound by the Terms.

Drivinglessons.com.au Pty Ltd operates Rightway Driving School, Coastwide Driving School and Countrywide Driving School in Queensland and N.S.W, and National Driving Academy in the A.C.T and N.S.W. ("Driving School"). The Instructor is an independent licensee of Drivinglessons.com.au Pty Ltd and not an agent, employee or contractor. The Booking Agent (CCSQ Pty Ltd) is the agent of both Drivinglessons.com.au Pty Ltd and the Instructor but not a party to this agreement.

In addition to the Terms, there are also specific and additional terms and conditions which form part of the General Terms and Conditions and govern your use of the Driving School website available at www.rightwaydriving.com.au, www.nationaldrivingacademy.com.au and www.coastwidedriving.com.au ("websites"). You are also bound by these terms and conditions and therefore recommended to read them before using the website.

MEANINGS OF WORDS

In this agreement:

- '**Adding Credit**' or '**Deposit**' means the process of making a deposit of funds into your Wallet using one of the Payment Methods, which will be available for payment of lesson booking charges after Payment Clearance.
- '**Customer**' means the person entering into this agreement. The Customer must be over the age of 18 and may be the same person as the Learner.
- '**Credit**' means credit balance in your Wallet taking into account all Deposits into the account and less any Payments for Lesson Cost, smartDEALS packages, Booking Fees, or other valid charges.
- '**Instalment Plan**' means a payment arrangement for the purchase of a predefined driving lesson package whereby the purchase price is paid in weekly instalments and a setup fee.
- '**Instructor**' means an accredited driving instructor you book to provide a Learner with a Lesson.
- '**Learner**' means the person undertaking a Lesson through Driving School as notified by you at the time of the booking.
- '**Lesson**' means a motor car driving lesson provided by the Instructor through Driving School.
- '**Lesson Cost**' means the Price net of any applicable discounts.
- '**Lesson Management System Site**' means the internet based software application provided by the Booking Agent for you and other registered users to book and manage lessons and payments. The site is accessible at:
https://www.iappointment.com.au/RDSG_Customer_Portal/login.aspx (Rightway)
https://www.iappointment.com.au/CW_Business_Portal/login.aspx (Coastwide and Countrywide)
https://www.iappointment.com.au/NDA_customer_Portal/login.aspx (National Driving Academy).
- '**Lesson Management System Content**' means all text, graphics, video, data or other content on the Lesson Management System Site.
- '**Payment Methods**' means Electronic Funds Transfer (EFT), Credit Card payment (either VISA or Mastercard), Direct Deposit to our nominated bank account as advised online, paypal, payment to the Instructor as arranged at the time of making the booking, or payment to the Driving School office as advised online.
- '**Payment Clearance**' means the time between you making a payment using a Payment Method other than Credit Card and the Deposit appearing in the banking records of the Booking Agent.
- '**Price**' means the price charged to the Customer for the Lesson set out in this document as varied from time to time and advised to you prior to payment, but always before any discounts where applicable.
- '**Non Voucher Lesson**' is a Lesson other than a Voucher Lesson.
- '**Return**' is the repayment to you of any credit balance in your Wallet after all valid payments and charges for Lessons, Cancellations and No Shows and other fees and charges payable to us and the Instructor.
- '**smartDEALS**' is a package of Lessons for specified lesson types, the package price and expiry date. Each lesson included in the smartDEALS is represented by a voucher specifying the lesson type that it is available to book, the notional value and an expiry date.
- '**User**' means the Customer.
- '**Voucher Lesson**' is a lesson booked by redeeming a voucher included in a smartDEALS package.
- '**Vehicle**' means the motor vehicle used to conduct the Lesson.
- '**Voucher**' is a voucher included in a smartDEALS package.
- '**Wallet**' means the account established with the Booking Agent.
- '**we**', '**our**' and '**us**' means the Instructor or Drivinglessons.com.au Pty Ltd as the case may be.
- '**you**' means the Customer.
- '**Your Vehicle**' includes any Vehicle not provided by us regardless of who owns the Vehicle.

PROVISION OF LESSONS

We provide Lessons on the Terms which take effect at the time of booking. If you book more than one lesson at the same time, the Terms at the time of booking will apply to each lesson booked at that time. In return for the payment of the Lesson Cost and Booking Fee we provide you with a Lesson by the Instructor notified at the time of booking unless otherwise notified by us.

The Terms may be varied at any time subject to giving you reasonable notice via the websites. If you continue to book Lessons after the date on which any changes to the Terms take effect, you will be deemed to have agreed to such changes.

PROVISION OF SMARTDEALS PACKAGES

We provide Lesson Packages, referred to as smartDEALS's, on the Terms which take effect at the time of purchase. The Vouchers included in the smartDEALS are only redeemable for the specified lesson types unless otherwise agreed to by the Booking Agent. Neither the smartDEALS package nor the included Vouchers are refundable, redeemable for cash or transferrable.

The smartDEALS has an expiry date, usually for no more than 12 months from the date of purchase. Upon expiry all unused vouchers are forfeited. Where a Voucher is redeemed to make a booking all terms and conditions relating to bookings, including but not limited to Lateness and Non-attendance terms apply to individual bookings.

Our normal cancellation and no show terms and conditions apply to driving lessons booked using smartDEAL vouchers.

Upon application being made we may, at our absolute discretion, cancel a smartDEAL. The amount to be refunded will be calculated as the difference between full retail value of the lesson package at the time of purchase and the total of the cost of driving lessons, taken or forfeited/cancelled, and \$25 cancellation fee.

BOOKING LESSONS WITH US

You must book all Lessons through the Booking Agent either via the Call Centre on 1300 657 040 or the Lesson Management System Site.

Any bookings made directly with an Instructor will be of no effect until you have notified the Booking Agent and the Booking Agent has confirmed that booking. If an Instructor provides you with a Lesson which has not been booked through the Booking Agent, you agree that the Terms apply to that Lesson as if you had booked the Lesson through the Booking Agent.

The Lessons available from us in each driving school are disclosed on the various websites.

The duration of Lesson (including both on-road and off-road time) includes briefing and de-briefing time. Lessons commence at a pick-up point determined at the time of booking unless otherwise agreed with the Instructor.

Current charges for Lessons are published on our websites.

YOUR WALLET

You cannot book a Lesson unless either your Wallet has Credit not less than the Lesson Cost and the Booking Fee or you have available an unused and unexpired Voucher, you have advised that you will be paying the Instructor before commencement of the Lesson or you have accumulated credit from your Installment Plan payments, after deducting the value of Vouchers used, not less than the Lesson Cost value of the Voucher. You can Add Credit to your Wallet by depositing funds using one of the Payment Methods. You may deposit up to a maximum of \$1,000.00 into your Wallet at any one time.

The funds in your Wallet will not attract interest and may only be used by you or an authorized person acting on your behalf, who can answer the 3 point privacy check performed by the Booking Agent's call centre.

A Receipt for each deposit to your Wallet is available on the Lesson Management System Site or from the Booking Agent upon request.

RETURN OF WALLET CREDIT

You may request a Return of Credit in your Wallet at any time where the Credit has not expired. Credit will expire 365 days from the date of your last deposit transaction and any credit remaining in the Wallet at this time will be forfeited. We will process the Return within 3 working days after the request to the Credit Card used for payment or your nominated bank account.

PAYMENT FOR YOUR NON VOUCHER BOOKINGS

You must either pay the Lesson Cost in full at the time of booking or advise that you will be paying the Instructor before commencement of the Lesson by confirming that the amounts for those items may be debited from your Wallet. The Instructor is not obliged to provide you with a Lesson if the Lesson Cost has not been paid in full. If the Instructor provides you with a Lesson before the Lesson Cost is paid in full, any part of the Lesson Cost outstanding for the Lesson is a debt due to us and payable immediately on demand whether or not any further Lessons are provided to you.

Overdue Invoices will be charged an account keeping fee of \$10 each month (or part thereof) while such Invoices remain outstanding.

A Tax Invoice for each Lesson is available on the Lesson Management System Site or from the Booking Agent upon request.

PAYMENT FOR YOUR smartDEALSS

You must pay the smartDEALS Cost in full prior to the time of booking a Voucher Lesson. The Instructor is not obliged to provide you with a Voucher Lesson if the smartDEALS Cost has not been paid in full. If the Instructor provides you with a Voucher Lesson before the smartDEALS Cost is paid in full, any part of the smartDEALS Cost outstanding for the Lesson is a debt due to us and payable immediately on demand whether or not any further Lessons are provided to you.

Overdue Invoices will be charged an account keeping fee of \$10 each month (or part thereof) while such Invoices remain outstanding.

A Tax Invoice for the smartDEALS is available on the Lesson Management System Site or from the Booking Agent upon request.

RESCHEDULING OF LESSONS

If you wish to reschedule a Lesson, you must do so through the Booking Agent. If you reschedule either a Voucher or Non Voucher Lesson with less than 24 hours advance notice of the scheduled time, we reserve the right to consider the Lesson cancelled and charge as set out below.

We may reschedule a Lesson at any time by giving you reasonable notice including by telephone, email or SMS.

CANCELLING THE LESSON

If you wish to cancel a Lesson, you must do so through the Booking Agent or the Lesson Management System Site. The consequences of cancelling the lesson depends on whether the lesson is a Voucher or Non Voucher booking.

If you cancel a Non Voucher Lesson with less than 24 hours notice, the Lesson Cost will be credited as follows:

Period of notice prior the scheduled Lesson (non voucher booking)	Amount credited
3 hours or less	No Credit
More than 3 hours but less than 6 hours	25% of the Lesson Cost
More than 6 hours but less than 24 hours	50% of the Lesson Cost

If you cancel a Voucher Lesson with less than 12 hours notice, the voucher is treated as follows:

Period of notice prior the scheduled Lesson (Voucher booking)	Voucher status
12 hours or less	Voucher forfeited
More than 12 hours	Voucher reinstated

If you cancel a Lesson with more than 24 hours notice, you may request a refund of any money paid for the Lesson less a handling fee of \$10.00 or apply a Credit for the Lesson in full towards another Lesson.

LATENESS AND NON ATTENDANCE (NO SHOWS)

If you arrive late for a Lesson the Instructor may only be able to offer you the remaining Lesson time if they have a commitment to another Lesson immediately after, and you will be charged for the full Lesson Cost for a Non Voucher Lesson or forfeit the Voucher for a Voucher Lesson.

If you are more than 15 minutes late for a Lesson without notifying us we reserve the right (at the Instructor's reasonable discretion) to cancel the Lesson and charge the full Lesson Cost.

If you do not attend a Lesson (No Show) we reserve the right to cancel the Lesson (at the Instructor's reasonable discretion) and charge the full Lesson Cost for a Non Voucher Lesson or forfeit the Voucher for a Voucher lesson.

WHEN WE WILL TERMINATE A LESSON (at the Instructor's reasonable discretion)

Reason for terminating Lesson	Consequence of termination
You do not comply with the Learner's Code of Conduct at the commencement of or at any time during the Lesson	You will be required to pay the full Lesson Cost
It is not safe to conduct the Lesson at the scheduled commencement of the Lesson for no fault on your part	You will be provided with an opportunity to reschedule without further charge
It is not safe to continue to conduct the Lesson at any time after the commencement of the Lesson for no fault on your part	You will be provided with a pro rata Credit for the early termination of the Lesson

LIABILITY RELATING TO USE OF OUR VEHICLE

If you use our Vehicle for a practical driving test with a Queensland Government Licence Examiner or any other equivalent State or Territory based test and the Instructor is not present in the Vehicle during the practical driving test, or if the Instructor is present and you fail to follow the directions given by the Instructor during the lesson, you will be responsible for the lower of the cost of repairs relating to damage caused or the insurance excess applicable, should the Vehicle be damaged for whatever reason.

If you use our Vehicle for any Lesson under the supervision of the Instructor you will only be responsible for the lower of the cost of repairs relating to damage caused or the insurance excess applicable, if you fail to follow the directions given by the Instructor during the lesson.

You will always be responsible for traffic infringement notices arising while driving our Vehicle.

YOUR VEHICLE USED IN LESSON

A Lesson may be provided by the Instructor in Your Vehicle if so requested at time of booking. The Instructor must not provide a Lesson in Your Vehicle unless they are satisfied that Your Vehicle is registered, insured, safe, fit for the purpose of providing the Lesson and displays all signs required by law relating to learner drivers. If Your Vehicle does not meet any of our requirements at the commencement of a Lesson the lesson will be conducted in the Instructor's car. If you do not wish to have the lesson in the Instructor's car then the Lesson will be cancelled and the Lesson Cost for the Lesson will not be refunded.

INSTALMENT PLANS

To purchase a lesson package using an Instalment Plan You are required to complete the relevant package Installment Plan application form on our websites or by calling our booking office. There are setup fees which is disclosed on our website. The payment plan is interest free unless you default.

Once we receive confirmation that your application is processed successfully we will establish a student profile for you in our Lesson Management System.

Lessons may be booked after 7 days after approval of the Installment Plan Application and you may only take a maximum of 1 x 1 hour driving lesson every two weeks. If your installments are in arrears you may not have any lessons until all instalments are up to date in accordance with the approved instalment plan. You cannot take your Driving Test until the instalment plan is finalised. Driving lessons must be taken within 12 months. The Lesson and Test must be taken within 18 months.

Overdue Instalments will be charged an account keeping fee of \$10 each month (or part thereof) while such amounts remain outstanding.

Our normal cancellation and no show terms and conditions apply to driving lessons booked using this package.

If you wish to cancel the instalment plan you may do so. The amount to be refunded will be calculated as the difference between full retail value of the lesson package at the time of purchase and the total of the cost of driving lessons, taken or forfeited/cancelled, and \$25 cancellation fee.

ACKNOWLEDGEMENTS

You acknowledge that:

- the Instructor has sole discretion as to whether a Lesson will commence or continue;
- the participation in a Lesson does not guarantee that you will acquire the necessary skills to pass any driving test;
- driving a motor vehicle is an inherently risky activity and there is the risk of significant personal injury or damage to property;
- we may record telephone calls received or made by us for training and quality assurance purposes;
- we do not accept any liability whatsoever for personal property that is left in a Vehicle or on our premises; and
- if you are not the Learner, you have made the Learner aware of these acknowledgements.

LIMITATION OF LIABILITY

Certain State and Commonwealth legislation, including the Trade Practices Act 1974 (Cth), imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions.

Except for any liability which cannot be excluded by law or which is caused by our negligence, our liability for any loss (whether direct or indirect), damage or liability whatsoever (including to a third party) which may be suffered in relation to the Lesson, is limited to the re-supply of the Lesson.

You agree to indemnify and keep us indemnified against any loss, damage, liability or costs whatsoever (including to a third party) in connection with:

- your breach of the Terms including the Learner's Code of Conduct; and
- use of Your Vehicle for the Lesson.

This Limitation of Liability clause continues to have effect after this agreement is terminated.

NO WARRANTIES

If and when you are deemed competent by your Instructor, your Instructor may recommend you to sit a Queensland Transport Driving Test, however, We give no warranty or guarantee that you will:

- pass a practical driving test with an QLD Transport Driving Examiner; or
- pass any other equivalent State or Territory based test; or
- gain or develop the required skills to pass any driving test.

USE OF WEBSITE

Much of the Lesson Management System Content is updated on a real time basis and is proprietary or licensed to the Booking Agent or third parties. By using the Lesson Management System Site, you agree not to:

- use any robot, spider, scraper or other automatic device, process or means to access the Lesson Management System Site for any purpose without the Book Agent's prior written permission;
- take any action that imposes or may impose (in the Booking Agent's sole discretion) an unreasonable or disproportionately large load on the Lesson Management System Site;
- implement any manual processes to monitor or copy the Lesson Management System Content without the Booking Agent's prior written permission;
- utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the Lesson Management System Site; and
- you must have JavaScript enabled to use this site. Portions of the Lesson Management System Site, including but not limited to: making, modifying or canceling bookings, may not be accessible with JavaScript disabled; and
- you must have Cookies enabled to use this site. Portions of the Lesson Management System Site, including but not limited to: making, modifying or canceling bookings, may not be accessible with Cookies disabled.

The Lesson Management System Site may be modified or terminated without notice at any time. We may use commercially reasonable efforts to send notice to our registered users if such termination is to occur.

USER NAME AND PASSWORD SECURITY

- You are solely responsible for maintaining the confidentiality of your User Name and Password.
- You are solely responsible for any and all activities that occur under your User Name and Password.
- You agree to notify the Booking Agent immediately of any unauthorised use of your User Name and Password or any other breach of security.
- You are liable for all acts or omissions that occur under your User Name and Password.
- If, in the Booking Agent's reasonable opinion, you breach any of the terms or conditions governing your use of the Lesson management System Site, the Booking Agent may suspend your access to the Lesson Management System Site and if (in the Booking Agent's reasonable opinion) necessary, initiate criminal or civil proceedings against you.

INTELLECTUAL PROPERTY AND GRANT OF RIGHTS TO USER

The information, software or services provided by the Lesson Management System Site ("Services") and the Lesson Management System Content are protected by copyright, trademark, patent and other intellectual property laws. The Lesson Management System Content is provided to you by the Booking Agent for the sole purpose of booking, paying and managing your Lessons. You shall not copy, display, modify, create derivative works of, publish, or sell the Lesson Management System Content or the Services provided hereunder.

The Lesson Management System Content may be modified from time to time in the Booking Agent's sole discretion. Except as expressly set forth herein, no license is granted to you for any other purpose, and any other use of the Services or the Lesson Management System Content by you shall constitute a material breach of this agreement. Nothing in this agreement shall affect any rights of the Booking Agent in the Services or the Lesson Management System Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets or other intellectual property rights. No license, right or interest in any trademarks of the Lesson Management System Site or any third party is granted under this agreement.

LINKS TO THIRD PARTY SITES

The Lesson Management System Site may contain hypertext links to websites operated by parties other than the Booking Agent. Such hypertext links are provided for your reference only and the Booking Agent does not control such websites and is not responsible for their content. The Booking Agent's inclusion of any hypertext links to such websites does not imply any endorsement of the content of such websites or any association with their operators.

PRIVACY

You agree that any personal information given to us or to the Booking Agent can be stored and used by us and the Booking Agent for the purpose of providing Lessons to you and for purposes reasonably incidental thereto including the due administration and management of our business. We will maintain and duly observe a privacy policy published on our websites.

CURRENCY

All prices and charges are in Australian Dollars (AUD) including GST as applicable.

APPLICABLE LAW

This agreement is governed by the laws of the Queensland.

Learner's Code of Conduct

The **Learner** must before, during and after the Lesson:

- arrive at the agreed place for the Lesson to commence in sufficient time for the Lesson to begin on time or make reasonable efforts to inform the Instructor otherwise;
- be capable of controlling the Vehicle in a safe manner;
- hold a current State or Territory learner driving permit or equivalent overseas licence and carry it with them at all times;
- ensure that the Vehicle is registered, covered by compulsory third party insurance, and is roadworthy and clean (if the Vehicle is provided by the Learner);
- not wear high heels, thongs or other footwear which in the opinion of the Instructor may cause safety concerns with the foot controls. A flat, enclosed and secure shoe is recommended;
- keep mobile phones switched off and not attempt to use a mobile phone;
- comply with the instructions or directions of the Instructor;
- comply with all road rules and all special requirements of the Learner's permit to drive;
- behave appropriately and not harass, abuse or threaten the Instructor;
- without the consent of the Instructor, not allow any person other than the Instructor to be in the Vehicle;
- be in a fit physical and mental state to drive a Vehicle and in particular not be under the influence of alcohol or drugs (whether prescription, legal or illegal) or be tired or be otherwise unable to concentrate or control the Vehicle.

The **Instructor** must before, during and after the Lesson:

- arrive at the agreed place for the Lesson to commence in sufficient time for the Lesson to begin on time or make reasonable efforts to inform the Learner otherwise;
- be courteous to the Learner and other road users;
- not harass, abuse or threaten the Learner;
- endeavour to give the Learner clear instructions and directions;
- ensure that the Vehicle is roadworthy and clean (if the Vehicle is provided by the Instructor);
- determine whether it is safe to conduct the Lesson having regard to the road, traffic and weather conditions and to the Learner's driving skills.