

TERMS AND CONDITIONS

These Terms may be varied from time to time and will be updated on the website in a timely manner. You will be bound by the Terms you accept at the time of booking your lesson. If you book more than one lesson at the same time, the terms and conditions applicable at the time of booking will apply to each lesson booked at that time by you.

1. Fees and cancellations/rescheduled bookings

1.1 You must give no less than 24 hours notice to cancel a lesson booking or \$55 of the lesson fee and \$145 Test Day Combo fee will be payable.

1.2 You must give no less than 24 hours notice to reschedule a lesson booking. If a booking is rescheduled by providing less than 24 hours notice \$55 of the lesson or \$145 of Test Day Combo fee will be payable.

1.3 We reserve the right to reschedule a lesson for any reason subject to the provision of reasonable notice.

1.4 We reserve the right to refuse to provide a lesson where you are unfit to operate a vehicle or suspected to be under the influence of drugs or alcohol as reasonably determined by us.

1.5 We reserve the right to pass on any outstanding debts that has been incurred by you whilst using our services after a deemed amount of contact has been made to retrieve such monies. Four recorded attempts (two by phone and two written) over 28 days will be deemed sufficient contact before being handed over to a third party. All further fees incurred during this process of retrieval will be placed on the final invoice.

1.6 By booking and participating in driving lesson and or drive test you have automatically accepted the terms and conditions.

2. Payment Conditions

Accepted payment methods are cash, direct debit, Pay ID and Square

3. Provision of Lessons

3.1 You must hold a current Australian driving learners permit, licence or overseas licence and carry it with you at all times during a lesson.

3.2 On-road lessons commence and end at the pre-determined pick-up point, determined at the time of booking the lesson.

3.3 The duration of a standard on-road lesson is one hour, which includes briefing, debriefing and travel time for drop off points.

3.4 Proper footwear must be worn during the lesson. A flat, enclosed and secure shoe is recommended.

3.5 You must be ready to commence the lesson 10 minutes prior to the agreed time. If you do not turn up at the agreed time for your lesson, your instructor will wait 15 minutes and may at the instructor's reasonable discretion deduct this from the total lesson time. If you turn up outside these times, your instructor may in his/her reasonable discretion choose not to proceed with the lesson and in such circumstances you will be liable for the cost of the lesson as per Section 1 of the Terms and Conditions.

3.6 While every endeavour is made to commence the lesson at the scheduled time and with the scheduled instructor, no responsibility can be taken for circumstances beyond our control which may delay the start time. If there are circumstances beyond our control which have delayed the start time of your lesson, we will offer you the full lesson time or, if that is not possible, we will offer you a lesson at another time.

3.7 You must comply with the instructions or directions of your instructor at all times, before or during a lesson.

3.8 We reserve the right to terminate a lesson if,

- a. you engage in any behaviour that your instructor determines is reckless; or
- b. you fail to comply with the instructions or directions of your instructor before or during a lesson; or
- c. you fail to comply with any special conditions on your license, i.e. wearing of glasses/contacts

In the event that a lesson is terminated under the circumstances listed above you will be required to pay the full cost of the terminated lesson.

3.9 We do not accept any liability whatsoever for personal property that is left in any instructor supplied vehicle.

3.10 During any lesson or drive test in an instructors vehicle you cause any mechanical or cosmetic damage (that's not considered wear and tear) or incur any traffic fines while during you will be liable any fees, insurance excesses or fines. Insurance excesses will vary depending on age excess.

4. Driving Test

4.1 Your instructor will only present you to Vic Roads Licences Testing Centres if they deem you safe and competent to sit your driving test. The Instructor is not liable in any form (including test drive intervention) if you fail your driving test.

4.2 We do not accept any responsibility whatsoever if your driving test is cancelled due to any error(s) in your log book. Your Driving Test Package fee will be payable in full.

4.3 If you are presented to the Vic Roads Testing for a driving test by our instructors but you have booked a wrong test (eg Hazard Perception Test instead of Driving Test) or your test is at a different time or location, your Driving Test Package fee will still be payable in full.

5. Promotions, Discounts & Free tuition

Any discounts or free lessons are not transferrable or redeemable for cash and are within strict end dates.

6. Purchase of Goods and Services

6.1 Prices and availability of our services are subject to change at any time without notice. Learn To Drive Ballarat reserves the right to correct pricing errors at any time.

6.2 You warrant to that all information given by you to us through this site (including your name, contact and address details, credit card details) are correct.

6.3 Learn To Drive Ballarat reserves the right to refuse service to anyone for any reason.

6.4 The availability of services may change from time to time due to unforeseen problems or unexpected demand. Learn To Drive Ballarat is not liable for any loss or damages whatsoever arising from failure to deliver or delay in delivery of any services.

7. Media Coverage

You may be involved in media coverage during a lesson or test for advertising purposes. Every effort will be sort from a Learn To Drive Ballarat for permission before any photography is taken of you. You have every right to refuse to be involved, please tell the Instructor at the earliest practical time.

8. Governing Law

These terms and conditions are governed by the laws of Victoria, Australia. We and you irrevocably submit to the exclusive jurisdiction of the courts of Victoria.