



## **Terms and Conditions Customer System Usage Agreement**

(Effective from 12:01am July 1, 2021)

These terms and conditions (“the Terms”) govern the agreement between the Customer (“you”) and 2Wards Driving Pty Ltd (“the Company”) ACN 622 906 665, of PO Box 5062, Manly QLD 4179. By creating an online account you are bound by the Terms and Conditions. This Agreement commences on the date your account is created, or used and ends when a Termination action is triggered (Clause 15).

The Company trades as BookMyLesson.com.au, Rightway Driving School, Countrywide Driving School, Coastwide Driving School and National Driving Academy.

You agree that your relationship with the Company is bound by these Terms and Conditions and that all transactions are between you and the Service Provider directly. You acknowledge that the Company is only providing a digital platform for these transactions to take place. Service Providers are independent from the Company and engage the Company to manage their Administrative Services. Service Providers are not an agent, employee, contractor or subcontractor of the Company.

Under this agreement, you are granted access to the Company systems to facilitate purchases, scheduling and other related activities directly with your selected Service Provider. You agree that any undertaking with a Service Provider is between you and the Service Provider and the Company is not a party to that undertaking.

You agree that the Company is not liable for omissions, acts or the conduct of the Service Provider. The Company is not liable for any loss, claim, harm or damage, either physical, emotional or mental, suffered in relation to any Services scheduled, arranged using the Company systems, or either before, during or after completing a Service with your Service Provider.

Use of the Website is governed by the Terms and Conditions and therefore we recommend that you familiarise yourself with the Terms and Conditions prior to creating an account. Website consist of any URL owned or operated by the Company including, but not limited to:

[www.RightwayDriving.com.au](http://www.RightwayDriving.com.au)  
[www.CoastwideDriving.com.au](http://www.CoastwideDriving.com.au)  
[www.NationalDriving.com.au](http://www.NationalDriving.com.au)  
[www.BookMyLesson.com.au](http://www.BookMyLesson.com.au)

### **Direct Deposit Details:**

Account Name: 2Wards Driving Pty Ltd  
BSB: 034053  
Account Number: 404733  
Reference: Invoice Number



By using the Company System, you agree:

1. that you are using the Company systems to review options, select a Service Provider and schedule a service. This includes Customer Service Centre assisted bookings and bookings made via any means including via phone.
2. that the Company or Service Provider may change, alter or add products and services anytime without notice.
3. that you must pay for a service at the time when the Service is booked and that you have the authority to use the Credit Card used for payment.
4. that you have the legal right to complete the Scheduled Service at the time scheduled (for example you have a valid licence or permit).
5. that you use the Company Systems, Websites, Apps or other services as intended and you understand that the Company only provides an administration platform to link you with your selected Service Provider.
6. that you maintain accurate information and update the system with current information when required.
7. that when making a purchase on the Company system, a Credit ("Voucher") will be held by the Company equal to the value of the service or services being purchased. The Voucher or Vouchers will be visible on your online account and can be used to complete booking transactions for your selected Service Provider. These credits may be refunded upon request subject to the relevant conditions, including item (14).
8. that the Company and Service Provider has a maximum liability to you, for a breach of the their respective obligations, equal to either the resupply of the Service or refund of the Amount Paid or held in Credit for you, for the Service. You Agree that is subject to the Service Terms and Conditions and includes notification periods for cancellations or changes.
9. the Company may use your payment for all Vouchers or Scheduled Services for any purpose at any time while credits are held on your account.
10. that when a credit is used to purchase a discounted service that credit expires 12 months after the purchase date.
11. that when a credit is used for a full price service (eg a single service) that credit expires after 36 months from the purchase date.
12. that after the relevant conditions are met in Clause 10 or 11 the credit is forfeited to the Company.
13. that packaged services are based on a defined group of discounted Services and that a partial refund of a packaged service will be based on the adjusted service cost which is equivalent to the maximum retail price for the equivalent single Service for each completed services, less the administration fee in Clause 14.
14. that refund of unused credits will incur a minimum administration Fee of \$20 for the first Service or Credit or part thereof and \$10 per additional credit or Service refunded.
15. that this Agreement can be Terminated if any of the following actions occur:
  - a. the Customer breaches any of the Terms in this Agreement or
  - b. the Customer is not legally permitted to complete the Service or
  - c. the Customer completes their Service and deactivates their online account or
  - d. in any circumstances as determined by the Company.
16. that the Service Provider's personal information is to be used only in relation to completing the Scheduled Service or maintaining records of that Service.
17. that they indemnify and protect the Company against any actions, damages, claims, or demands including through negligence which occur as a result or in relation to their actions or omissions.
18. that they indemnify and protect the Service Provider against any actions, damages, claims, or demands including through negligence which occur as a result or in relation to their actions or omissions.



19. in a Force Majeure Event, a party (“the Affected Party”) will not be liable for any failure to carry out an obligation under any provision of this agreement to the extent that the failure was caused by events or circumstances beyond its reasonable control including, but not limited to, acts of God, fire, accident, declared pandemic, state of emergency, interruptions to energy supply, strike, riot, civil commotion or war whether declared or not.
20. subject to Clause 19, the Affected Party must do all things reasonably necessary to mitigate the effect of the Force Majeure Event on the performance of its obligations. The Affected Party must, within five (5) days of the Force Majeure Event, provide written notice to the other party of the Force Majeure Event, setting out in reasonable detail the nature of the Force Majeure Event, the Affected Party’s obligation affected by the Force Majeure Event, the reasonably likely length of time that the Force Majeure Event will subsist, and the steps taken by the Affected Party to mitigate the effect of the Force Majeure Event.
21. that a failure or delay by the Company in exercising a right does not constitute a waiver of the Company’s rights to pursue an action.
22. that the Customer cannot assign, sell, sub-lease or otherwise transfer this Agreement to anyone else unless agreed by the Company.
23. that the Company may change this Agreement without notice and that the Customer is deemed to have agreed to these changes by continuing to utilize the Company Websites or Services.
24. to accept notices via email, SMS, websites or other electronic communication process as determined by the Company.
25. that this Agreement represents the entire agreement between the parties, along with any documents referred to herein, and supersedes any previous understandings or agreements, whether oral or written.