



## Additional Terms and Conditions for Scheduled Services

### A. Individual Scheduled Service

All individual Scheduled Services require a minimum of 24 hours' notice to be provided by you if you wish to cancel or reschedule a booking. **Notification: You must cancel your lesson using your online account which can be accessed anytime via the Website associated with your account.** This process is available 24 hours per day, 7 days per week.

Cancellation requests submitted via phone or email or SMS or voicemail are treated as being received at the time of processing on the next business day and you will therefore forfeit your lesson. To avoid ANY risk of forfeiting your lesson, cancel your lesson via your online account with more than 24 hours' notice.

You can reschedule cancelled services as often as required, provided the 24 hour notice period is satisfied for each change.

### B. Packaged Services

Packaged Services consist of a grouped number of discounted individual Services specified at the time. All individual Scheduled Services require a minimum of 24 hours' notice to be provided by you if you wish to cancel or reschedule a booking. **Notification: You must cancel your lesson using your online account which can be accessed anytime via the Website associated with your account.** This process is available 24 hours per day, 7 days per week.

Cancellation requests submitted via phone, email or SMS or voicemail are treated as being received at the time of processing on the next business day and you will therefore forfeit your lesson. To avoid ANY risk of forfeiting your lesson, cancel your lesson via your online account with more than 24 hours' notice.

You can reschedule cancelled services as often as required, provided the 24 hour notice period is satisfied for each change.

Packaged Service prices are based on a discount being applied from the Maximum Retail Sales Price for the service. The individual Service price may be varied within the package by the Company at any time. All packaged Services have an expiry period of 12 months from date of purchase due to pricing conditions that exist at the time of sale. (For example, fuel and operating costs). Discounted packages provide a discount to the purchaser when the specified number and / or type of services are bundled together at the time of purchase.

The value of the vouchers in a discounted packages is the final value of each individual service and excludes any credit or surcharge fees.

### C. Payment for Services

All Services, discount packages, or products must be fully paid at time of purchase. Payment can be made using your account credit, account Vouchers, Credit Card or 3<sup>rd</sup> party services including Afterpay.



Deposits made using the direct deposit method are subject to a waiting period for funds to clear.

Different payment methods attract different pricing based on the cost of providing those options. Different payment methods attract a different level of discount which will impact the final pricing of the package. At the Checkout, please select the payment option that provides you with the best option for your needs.

Surcharges for different payment methods are non-refundable.

#### **D. Social Media Authority**

By using the Website and maintaining an active customer login, you Authorise the Company to use images, quotes, testimonials or other media on related social media platforms. You agree that you have not been offered any financial inducement nor favour for entering into this agreement nor will you have any claim to future compensation in any form. Only first names will be published, where possible, as an identifier on any media platform. You can cancel this Authority at any time by contacting the Company or by withdrawing your Authority and/or not providing your image, testimonial or related media verbally with your Service Provider. If under 18 years of age, you confirm this Authority has been granted by an adult who is legally authorised and empowered to make this agreement on behalf of the minor.

#### **E. Additional Fees**

The Company may apply an hourly rate of \$50 per hour for all extraordinary administrative costs incurred. A minimum charge of 1 hour will apply with additional time charged in 30minute increments.

#### **F. RACQ**

From July 1<sup>st</sup> 2023 the RACQ has withdrawn their Approved Driving School Program. While the Company has attempted to remove all references to RACQ, Approved Driving Schools, or RACQ Discount, some references may still remain in digital or printed marketing. No further discounts (RACQ or otherwise) apply to advertised pricing. Previous RACQ are withdrawn from 1 July 2023.

#### **G. Account Balances**

You may apply to have any unused credits on your account refunded from your account. This may take up to 7 business days for processing as a full account audit will be completed prior to payment. This will include reviewing the terms, conditions and any relevant fees applicable to your account. Payment can only be made using the initial payment method, for example Credit Card. If your Service was paid for by an "Organisation", you agree that you are not personally entitled to any account credit. A Refund of account balance may include Fees as per the Customer Agreement.

#### **H. Password Security**

You agree to ensure that you maintain appropriate security of your Login credentials and that you do not provide those credentials to any other person, or store your details inappropriately. The Company has no liability for losses incurred through unauthorised



access to your account. All accounts can be accessed via the Website and credentials reset using 2 factor authentication if required.

**I. Recording of communications**

You agree that your communications will be recorded and may be stored indefinitely to help support our commitment to continuously improving our customer service. These communications include, but are not limited to, emails, SMS, voicemails and phone calls. Recorded communications remain Company property and may only be shared at the discretion of the Company.

**J. Promotional Service**

A Promotional Service is a voucher that is provided by the Company to you for a single Service. The Promotional Lesson has zero financial value, it cannot be cancelled and redeemed for cash, it is non-transferable and expires 1 month after the date of issue.

**K. Competition Terms & Conditions**

All competition prizes for Services awarded by the Company are issued as Promotional Services (Clause J) with identical terms and conditions. Entry to the competition will be defined by the entry requirements outlined on the Website or, if not specified, one entry will be achieved for each Service completed during the promotional period. The entrant agrees to be excluded from consideration if they have unpaid accounts, negative account balances or an unresolved dispute pending. In all matters the Company retains the right to accept or reject entries at our sole discretion.

**L. Dispute Procedure**

In the event that either our agreed service or the service delivered by the Service Provider does not meet your expectations, you agree to give the Company the opportunity to mediate on behalf of all parties once your concern is formally raised in writing. Please note that our Customer Service team are only Authorised to conduct operational transactions relating to booking a Service, package purchases, account creation, and related items. They are *not* Authorised to determine refunds or rectify disputes. All requests need to be lodged in writing via [info@2wardsdriving.com.au](mailto:info@2wardsdriving.com.au) including the following information:

- > Your name, email and phone number
- > Student name, suburb and client number or student email
- > Details of your concern (date, times, issue etc) > What outcome or resolution you are requesting.

**Please note:** The Company is committed to operating in good faith to find an appropriate resolution and that requires enough time to conduct a thorough investigation into the matter. It may not be possible to adequately investigate issues in less than 7 business days and you will be notified if the Company requires additional time. As we are determined to act in good faith, you agree that the Company may close your request, with no further liability or obligation, should you act in a threatening, rude or inappropriate manner toward our staff. This includes threats or demands against Instructors, Service Providers or Staff and/or actual or threatened reputation damage either written or verbally communicated.



Should we be unable to resolve an issue, the Company will participate in the official, government consumer complaints process available in Queensland. Please note that Clause (E) applies in consideration of this process and additional fees apply where applicable.

#### **M. 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 Service, is limited by Clause 8. 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; and - use of your property for the Service. This Limitation of Liability (Clause M) continues to have effect after this agreement is Terminated.

#### **N. NO WARRANTIES**

For driving related Services:

- a. If and when you are deemed competent by your Service Provider, your Service Provider may recommend you sit a government sanctioned driving test or assessment, however, we give no warranty or guarantee that you will:
  - pass a practical driving test with a government Driving Examiner; or
  - pass any other equivalent State or Territory based test; or - gain or develop the required skills to pass any driving test.

#### **O. Applicable Law**

This agreement is governed by the laws of the Queensland.

#### **P. Currency & GST**

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

#### **Q. Code of Conduct**

When completing a driving Service you agree to:

- a. arrive at the agreed place for the Service to commence in sufficient time for the Service to begin on time or make reasonable efforts to inform the Service Provider otherwise;
- b. be capable of controlling the Vehicle in a safe manner;
- c. hold a current State or Territory learner driving permit or equivalent overseas licence and carry it with them at all times;
- d. ensure that the vehicle is registered, covered by compulsory third party insurance, and is roadworthy and clean (if the Vehicle is provided by you, and the vehicle use is approved by the Service Provider prior to the date of the service);
- e. not wear high heels, thongs or other footwear which in the opinion of the Service Provider may cause safety concerns with the foot controls. A flat, enclosed and secure shoe is recommended;



- f. keep mobile phones switched off and not attempt to use a mobile phone;
- g. comply with the instructions or directions of the Service Provider;
- h. comply with all road rules and all special requirements of your licence to drive;
- i. behave appropriately and not harass, abuse or threaten the Service Provider;
- j. without the consent of the Service Provider, not allow any person other than the Service Provider to be in the vehicle;
- k. be in a legal, 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.

If the Service Provider identifies or suspects a breach of the above Code of Conduct requirements, the lesson may be cancelled and forfeited at the discretion of the Service Provider, subject to normal cancellation notification requirements.

#### **R. Updated Terms & Conditions**

The Company may change, update, alter or withdraw any Terms and Conditions as required. These changes will be published on the Websites and replace any previous Terms and Conditions.

#### **S. Booking confirmation**

You agree that your Scheduled Service is confirmed at the time when the Scheduled Service is booked and that follow up emails, SMS or other communications are for courtesy only.

#### **T. Incorrect suburb selection**

You agree that when you book a Scheduled Service your initial suburb selection is accurate. If you incorrectly enter your suburb your selected Service Provider may not cover your location and your lesson will be forfeited.

#### **U. Covid 19**

To align ourselves with current government advice, from 16:00 on 14<sup>th</sup> October 2022 there are no specific "COVID 19" refund policies in place. Our standard notification period applies to all cancellations as per Section (A) and Section (B) or as otherwise noted. Cancellation fees apply.