

Our Terms and Conditions. (V3 26-11-21)

Customer Agreement

(effective 1 December 2019 and subject to change)

ADDITIONAL TERMS – COVID 19 Altered 26th Nov 2021

- Subject to change based on federal Health guidelines
- Subject to change based on State or Territory guidelines
- All sales are valid for 12 months from purchase date and are non-refundable.
- If a lockdown or change to operations is required to meet health guidelines, then your purchase may be deferred to a later date and the expiration period will be adjusted for any stoppage period.
- A discounted, online single lesson price will apply to new sales only from 17th April 14:30. Existing vouchers will be honoured at the value initially purchased with the extended expiry date applied due to our recent stoppage.
- Our support will be very limited (info@nationaldriving.com.au or voice mail at 02 6259 4053) due to operating restrictions in Queensland where our Call Centre is based. We will be working through any questions.
- We thank you for your patience and while we readjusted our business to meet the new health obligations.

INTRODUCTION – Our Businesses

These terms and conditions (“the Terms”) govern the agreement between the Customer (“you”), the Instructor and 2Wards Driving Pty Ltd ACN 622 906 665 of 42/28 Burnside Road, Ormeau, Q 4208. By booking a Lesson and/or purchasing a package with us, you are bound by the Terms.

2Wards Driving Pty Ltd operates Rightway Driving School, Countrywide Driving School and Coastwide Driving School in Queensland and N.S.W, and National Driving Academy in the A.C.T and N.S.W. (the “Facilitator”). BookMyLesson.com.au is a related entity linked to all operating brands in all states of Australia. The Instructor is an independent licensee of 2Wards Driving Pty Ltd and not an agent, employee or contractor (the ‘Instructor’). Collectively the Facilitator and the Instructor are referred to as the “Driving School”.

Use of the websites is governed by Terms and Conditions and therefore recommended to read them before using the websites. (“Websites”, “Website”) include:

www.RightwayDrivnig.com.au
www.CoastwideDriving.com.au
www.NationalDriving.com.au
www.BookMyLesson.com.au

Direct Deposit Details:

Account Name: 2Wards Driving Pty Ltd
BSB: 034053
Account Number: 404733
Reference: student id/name

General Terms

1. Individual Lessons

All individual lesson sales are non-refundable and require a minimum of 24 hours' notice to be provided if you wish to cancel or reschedule a lesson.

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 up to 24 hours before your lesson.

Cancellations via phone or SMS or email can only be completed during the nominated business hours, which are published on the Website. Times are based on our Queensland Customer Service Centre which also operate under Queensland and Gold Coast Public Holidays. **Cancellation requests submitted via phone, email or SMS outside of hours are timestamped and the normal 24 hour cancellation policy applies if adequate notification has not been given.**

To avoid ANY risk of forfeiting your lesson, cancel your lesson via your online account with more than 24 hours' notice.

All Lessons 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). This excludes our Keys2Drive package which has a 3 month expiry from purchase or any complimentary extensions applied due to Covid-19.

Defensive Driving Course Cancellation Policy

- Withdrawals at least 2 weeks prior to the agreed start date eligible to reschedule at no charge
- Cancellations 1 -13 days prior to the confirmed date will forfeit 100% of the course fee.
- Cancellations or no shows on the day forfeit their full course payment or voucher
- Non refundable
- We have the right to cancel/transfer dates if minimum bookings numbers are not met.

2. Single online lesson and Packaged Lessons

All lesson sales are non-refundable or exchangeable for any other service, fee or product, excluding changing transmission type from Manual to Auto or from Auto to Manual.

For each lesson or package, individual Lesson terms and conditions apply as per (1). All lessons sales are non-refundable and require a minimum of 24 hours' notice to be provided if you wish to cancel or reschedule a lesson.

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 prior to the cancellation period.

Cancellation of packaged lessons via phone or SMS or email or voicemail can only be completed during the nominated business hours, which are published on the Website.

Times are based on our Queensland Customer Service Centre which also operate under Queensland and Gold Coast Public Holidays. **Cancellation requests submitted via phone, email or SMS outside of hours are timestamped and the normal 24 hour cancellation policy applies if adequate notification has not been given.**

To avoid ANY risk of forfeiting your lesson, cancel your lesson via your online account with more than 24 hours' notice. You can reschedule lessons cancelled lessons as often as required, provided the 24 hour notice period is satisfied for each change.

Packaged lesson prices are based on a discount being applied from the Maximum Retail Sales Price for the service. The individual lesson price may be varied within the package by the Driving School at any time.

All Lessons 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). This excludes our Keys2Drive package which has a 3 month expiry from purchase or any complimentary addition due to Covid-19.

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3. Payment for Lessons

Lessons, packages, services or products must be fully paid at time of purchase. Payment can be made via Credit Card for immediate addition to your account. By agreement with the Driving School, payment can be made using direct deposit and will be subject to a waiting period for funds to clear. Customers using Instalment Plans or deferred payment plans will be subject to the specific payment terms and conditions for those products.

4. Social Media Authority

By using the Website and maintaining an active customer login, you Authorise the Driving School to use images, quotes, testimonials or other media on related media platforms. This document does not form part of an agreement with the driving school other than the terms of this document as set out herein. 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 Driving School or by withdrawing your Authority and/or not providing your image, testimonial or related media verbally with your Instructor. 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.

5. Additional Fees

The Driving School will 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 30-minute increments.

6. RACQ Discount (QLD only)

RACQ Discounts may be altered, changed or withdrawn at any time. The Driving School has applied any RACQ discount in the sales price unless this is specifically nominated at the checkout. You may require a unique code to activate further discounts depending on the promotion. RACQ discount may not apply to all or any services, lessons or products at the sole discretion of the Driving School.

7. Account Balances

You may apply to have any unused deposit credit on your account balance returned 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 the account. Payment can only be made using the initial payment method, for example Credit Card. Students completing services as part of an “Organisation” are not personally entitled to any account credit. A Refund of account balance incurs a \$50.00 administration fee per transaction.

8. 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 Driving School has no liability for losses incurred through unauthorised access to your account.

All accounts can be accessed, and credentials reset using 2 factor authentication if required.

9. Recording of communications

You agree that your communications will be recorded indefinitely to help support our commitment to continuously improving our customer service. These communications include emails, SMS, voicemails and phone calls.

10. Promotional Lessons

A Promotional Lesson is a lesson voucher that is provided by the Driving School to the customer for a single lesson or 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.

11. Competition Terms & Conditions

All competition prizes for Lessons or Services awarded by the Driving School are issued as Promotional Lessons (Refer 10) 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 Lesson completed during the

promotional period. Prizes are not necessarily awarded at brand level for each Driving School. The entrant agrees to be excluded from consideration if they have unpaid accounts, negative lesson balances or an unresolved dispute pending. In all matters the Driving School retains the right to accept or reject entries at our sole discretion.

12. Dispute Procedure

In the event that our agreed service does not meet your expectations, you agree to give the Driving School the opportunity to rectify the situation after your issue is formally raised in writing. Please note that our Customer Service team are only Authorised to conduct operational transactions relating to lesson and package purchases, account creation, lesson scheduling, test bookings and related items. All concerns regarding the quality or delivery of our services are required to be lodged in writing.

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

Should we be unable to resolve an issue, the Driving School will participate in the official, government consumer complaints process available in Queensland. Please note that item (5) applies in consideration of this process and additional fees apply where applicable.

13. Additional Information

The website has additional information relating to various aspects of our service. These also form part of our Terms and Conditions and can be found on the Website of your brand with the following path:

Refer Item 18 Student Code of Conduct & Expectations.

14. 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.

15. NO WARRANTIES

If and when you are deemed competent by your Instructor, your Instructor may recommend you sit a Government Transport Department 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.

16. Applicable Law

This agreement is governed by the laws of the Queensland.

17. Currency & GST

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

18. Learner 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.

If the Instructor identifies or suspects a breach of the above Learner Code of Conduct requirements the lesson may be cancelled and forfeited at the

discretion of the Instructor, subject to normal cancellation notification requirements.

19. Instructor Code of Conduct

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.
- determine if the Learner is satisfying their obligations in regard to the Learner Code of Conduct (Item 18).

20. Updated Terms & Conditions

The Driving School 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.

(The following policy and conditions specifically relate to the software being used to manage your account which is managed by a 3rd party). Should there be ANY inconsistency in the following 3rd party terms, the terms referenced above take precedence).