

Simply The Best Driving School - Terms & Conditions

1. General Conditions

1.1 Driving lessons are provided by Simply The Best Driving School (ABN 32 431 026 543) or by its contracted instructors. Where Simply The Best Driving School (STB) is the provider, these terms govern the agreement between the participant ("you") and Simply The Best Driving school. Where an instructor is the provider, that instructor provides the lessons in its own right, and these terms govern your agreement with the instructor. STB Driving School or the instructor (as the case may be) is referred to as "we", "our" and "us" in these terms and conditions. By booking a driving lesson ("Lesson"), you accept these terms and conditions ("Terms").

1.2 These Terms may be varied from time to time and will be updated on the website at www.simplythebestdrivingschool.com.au. 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.

2. Lesson Bookings

2.1 Lessons must be booked via one of the following channels authorised by us:

- a. Simply The Best Driving School office on 0421284905.
- b. Simply The Best Driving School contracted instructor or representative.
- c. Simply The Best Driving School online booking system.

2.2 Standard lesson bookings can be made up to 12 hours prior to lesson time pending instructor availability. Lesson may be paid for at the beginning of the lesson or as otherwise agreed with the office staff of Simply The Best Driving School.

2.3 We offer a variety of lesson products, however the accessibility of these products are dependent on the student's skill level and experience.

3. Deposit & Payment Conditions

3.1 When making a payment the following options are available

- a. Direct Debit
- b. Credit Card
- c. Cash

3.2 All bookings will require a deposit of \$40.

3.3 Any lesson paid in full at the time of booking via direct debit, credit card would have paid the deposit of \$40. The \$40 is included in the total and is not an additional cost.

3.3 The remainder of any outstanding payments must be made 24hrs prior to lesson via credit card or Direct Debit as per the invoice sent at time of booking. If paying by cash or card, this must be paid before the start of the lesson.

3.4 By booking a lesson, you warrant to us that you are 18 or more years of age or otherwise possess legal parental or guardian consent and that you are authorised and able to make payment in the manner selected by you. You also warrant to us that all information given by you to us through any booking channel (including your name, contact and address details) is correct.

3.6 All cash provided to the driving instructors will be issued with a written Tax invoice at the time of lesson if requested.

3.7 Vort Test Payment in full must be made at time of booking with Simply the Best Driving School.

4. Fees and cancellations/rescheduled bookings

4.1 You may reschedule or cancel a lesson by providing at least 24hrs notice prior to commencement of scheduled or cancel a lesson at least 24hrs prior to the scheduled lesson time

4.2 Cancellations or reschedules within 24 hours including no show of your appointment, you will be charged full price for the scheduled service

4.3 We reserve the right to reschedule a lesson subject to the provision of reasonable notice. We reserve the right to refuse to provide a lesson where you are unfit to operate a vehicle as reasonably determined by us.

4.4 Simply The Best Driving School reserves the right to reschedule a lesson by providing you with reasonable notice by phone, SMS or email.

4.5 A \$40 cancellation fee will apply on the 3rd cancellation or reschedule and then charged on every cancellation and or rescheduled lesson.

5. Lessons

5.1 Driving lessons commence and end at the pre-determined pick-up/drop off point, determined at the time of booking the lesson. The duration of a standard driving lesson is one hour, including lesson briefing and debriefing.

6. Provision of Lessons

6.1 You must hold a current SA driving licence (Class C) or equivalent overseas license and carry it with you at all times during a lesson.

6.2 You must 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.

6.3 Mobile phones must be switched off prior to entering the training vehicle.

6.4 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.

6.5 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 or result in a change of instructor. 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.

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

6.7 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; or
- d. your instructor has assessed your driving skills and competence and deems you to be unfit or unsafe to drive (see section 11 "Fitness to drive" below). 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.

7. Fitness to drive

7.1 In the interests of safety, your instructor may assess your driving skills and competence at any time throughout the course of the lessons.

7.2 If necessary, your instructor may refer you to another instructor or to SA Road users Auditors for further assessment of your driving skills.

7.3 If at any time you are assessed as unfit or unsafe to drive during a lesson, your instructor may terminate the lesson immediately and may assume control of the vehicle.

7.4 Because the safety of Instructors and participants is paramount, Instructors will not enter into any discussions with you regarding an unfit or unsafe driving assessment. If you wish to lodge a complaint about the way in which an assessment was made, please contact Simply The Best Driving School.

8. Insurance

8.1 If for any reason, your actions, whether they are intentional, reckless or careless, results in any damage to vehicles or property of ' Simply The Best Driving School' or the property of another, you will be liable for the cost of repairs relating to damage caused or the insurance excess applicable.

8.2 If you use our vehicle for any driving lesson under the supervision of the driving instructor, you will only be responsible for the lower costs of the repairs relating to damage caused or the insurance excess applicable, if you fail to follow the directions given by the driving instructor during that lesson.

8.3 If you breach any road rules during the course of your lesson, you will be responsible for traffic infringement notices arising while driving our vehicle.

9. Limitation of Liability, insurance

9.1 Certain State and Commonwealth legislation, including the Consumer and Competition Act 2010 (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. Otherwise we exclude all conditions and warranties which may be implied by law.

9.2 To the extent permitted by law, our liability for breach of any implied warranty or condition which cannot be excluded, is restricted, our option, to: a. the re-supply of the lessons; or b. the payment of the cost of having the lessons re-supplied.

9.3 Except for any liability which cannot be excluded by law or that is caused by our negligence, we, our related bodies corporate and our and their officers, employees, franchisees, contractors and agents shall not be liable for any loss, damage or liability whatsoever which is suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained as a result of: a. you participating in a lesson as part of the driving lesson; or b. your failure or refusal to follow an instruction or direction of your instructor before or during a lesson; or c. you being assessed by your instructor as an unfit or unsafe driver; or d. your instructor terminating a lesson in any of the circumstances set out in this section and you are continuing to drive after you have been assessed as unfit or unsafe to drive by your instructor; or if your vehicle being assessed by your instructor as being unsafe to drive and/or un-roadworthy.

9.4 You indemnify and agree to keep us and our related bodies corporate and our and their officers, employees, contractors, franchisees and agents indemnified against any loss, damage, liability, costs and expenses in connection with your breach of these terms and conditions or any other legal obligation by you.

9.5 Neither we nor our driving instructors accept any liability whatsoever for personal property that is left in any instructor supplied vehicle, your vehicle or on our premises.

9.6 If driving lessons take place in your own vehicle, you warrant that you are covered by compulsory third party insurance and that your vehicle is covered by comprehensive insurance.

9.7 We do not accept any responsibility whatsoever for the outcome of any driving test or assessments you take.

10. Privacy

10.1 Simply The Best Driving School collects your personal information in order to provide lessons to you and to assess your driving skills and to assist in internal administration and operations including accounting, risk management, record keeping, archiving, systems development and testing, and staff training. Simply The Best Driving School may use and disclose your personal information to related bodies

11. Traffic Offences

11.1 Students are responsible for any fines that may result from their actions. If you are deemed competent and recommended to book a test, please regard this as advice only and does not guarantee that you will pass the test.

12. Lateness/No shows

12.1 If you arrive late for a lesson, the instructor may only be able to offer the remaining portion of your lesson. You will be required to make full payment. If 15 minutes of your lesson has lapsed, your instructor may deem the lesson a no show and cancel the lesson.

13. License to each lesson

13.1 Your license must be brought with you and seen at every lesson. Failure to do so may result in the lesson being cancelled and you be required to make full payment.

14. Travel Fees outside of 15km or more

14.1 An additional fee of \$40 per lesson for when pick up address is outside 15km of our depot in Salisbury. When booking online, there is the option of selecting the correct lesson for when outside the 15km radius. Before the lesson, Simply The Best Driving School will review the lesson selected and review your address to make sure the correct lesson was chosen. Payment of the lesson through the online booking system is acknowledgement that you have selected the correct lesson to the best of your knowledge. If the review reveals an incorrect lesson selection, the correct amount will need to be paid before the commencement of the lesson. This can either be done with the driving instructor at the time of the lesson or beforehand. Simply The Best Driving School will contact you if this occurs.

15. Driving Lesson Packages

15.1 Driving Lesson Packages must be paid in full at time of booking.

15.2 Driving Lesson Package cannot be refunded.

15.3 The lesson packages are booked in accordance with driver instructor calendar availability and cannot be refunded once paid.

15.4 Driving Lesson Packages are valid for 12 months from time of first purchase date.

16. Vort Test

After confirmation of the vort test, if change of mind, cancellation or any rescheduling of a vort test is required, a \$50 cancellation and rescheduling fee of \$50 will apply. Cancellations of a vort test on the day or 7 days prior to test day including weekends full fee is forfeited.

17. Payment Plans

17.1 Service Agreement

For the duration of the payment plan, you must pay the instalment amounts as agreed by the outlined payment plan contract.

17.2 Administrative

A \$25 Administrative fee must be paid prior to the commencement of your service agreement.

17.1 Termination of Contract

The contract ends on the date specified in the contract unless one of the parties ends the contract before that time. If one of the parties chooses to end the Contract prior to services completed, the client is responsible for any shortfall between hours completed and against total repayments. Client will be liable to pay for all hours completed up to the date of termination.

17.2 Late Payment fees

A late payment fee of \$10 is charged if payment has not been received by the scheduled due date. Late payment by 7 days will incur a \$25 late payment fee. Subsequent late payments will incur an additional \$10 every day until payment is received in full.

17.3 Cancellation or Rescheduling of lessons

As applicable as per section 4

17.4 Vort test

As applicable as per section 16

17.5 Credit Card Authorisation Form

Once completing the credit card authorisation form you have given consent to keep a payment card on file and charge it for a specific and recurring payment plan. The card will be automatically linked once service agreement and credit card authorisation form has been completed and received.

17.6 Payment Plan Contract

Payout of contract is required before starting a new contract.

Simply the Best reserves the right to change and or add terms and conditions at any time without prior notice.