

TERMS AND CONDITIONS

Customer Agreement

The following terms and conditions represent the basis upon which driving lessons and driver training is offered by *Adept Driver Training*. By booking a lesson with *Adept Driver Training*, you are bound by the following terms and conditions.

Lesson Availability

We conduct driving lessons within the Northern Rivers area, NSW from Monday to Sunday. Lessons are also conducted at night, and during storms, inclement weather etc, when a student is most vulnerable to making mistakes behind the wheel.

Driving Licence and medical fitness to Drive

The student must hold a current, valid learner or international drivers licence, and produce it at the beginning of all driving lessons.

The student must be fit to drive at the time of the lesson with regards to legal and medical requirements and not be under the influence of alcohol or drugs (prescribed or otherwise). All road rules must be complied with and any instructions directed to the student by the instructor.

Appropriate footwear must be worn. High heels, thongs or other footwear which the instructor thinks may cause safety concerns with the foot controls are not to be worn at any time during the lesson. We recommend a flat and enclosed shoe.

Mobile phones must be switched off or turned to silent during the driving lesson. We do not accept any responsibility for personal property that is left in a vehicle.

Payments and Cancellation

Payments for lessons can be made by bank transfer / credit card payment prior to the lesson/s. Credit card payment (via AMEX) are subject to a 3% surcharge.

At *Adept Driver Training*, we understand that on occasion you may need to reschedule or cancel a lesson. When you book a lesson with us you are securing a professional trainers time and allocated a custom training vehicle for your lesson. These resources are allocated solely to you only for the duration of your lesson booking. As a result, there are associated costs with reserving you these resources.

A minimum of 24hrs notice is required when you need to cancel or reschedule a lesson time or date. Cancellations can be made via telephone, text message or email. If less than 24hrs notice is provided, the full lesson fee will be charged and payable for the lesson.

If no cancellation notice is given and a student fails to attend the appointment at the scheduled time or fails to have a current drivers licence on them, the full lesson fee will be charged and payable for the lesson. Cancellation, rescheduling and no-show policies are strictly upheld to ensure our high standards and level of service to each and every student.

Adept Driver Training will do everything possible to ensure that your driving lessons start and finish on time. Should the driving instructor be running behind schedule, the student will be notified. If the instructor is late to a lesson, they will make a concerted effort to extend the lesson by the time due or make other arrangements as agreed to between the instructor, student (and or their parent/guardian).

We reserve the right to cancel, postpone or change lesson lengths and start/finish times under certain circumstances (e.g., the driving instructor is sick, dangerous weather conditions, etc). *Adept Driver Training* will do everything in our power to avoid having to do so, however in the event of postponement, any fees paid will be carried forward to the next driving lesson, or refunded.

The driving instructor reserves the right to cancel a lesson at short notice or throughout the duration of the lesson if the student is suspected to be under the influence of alcohol or drugs (prescribed or otherwise), or any other condition that would cause the students driving to be dangerous or illegal or where the student does not follow the driving instructor's instructions. In such circumstances, the lesson fee is still payable.

Termination of agreements and refunds policy

The parent, legal guardian and student have the right to terminate any services agreement for any reason, including the ending of services that have already commenced. No refunds shall be offered, where a service is deemed to have begun and is, for all intents and purposes, underway.

Discount packages and gift certificates are not refundable or transferable should you not use all the lessons within the packages. Gift certificates must be redeemed within 12 months of purchase.

Training location

All driving lessons will commence and finish at the same location unless an alternative drop off address has been agreed upon when the original lesson booking was made.

Any changes to the pick-up and drop off address without at least 24hrs notice means that part of the lesson duration is forfeited to allow for the extra travel time.

The instructor will determine suitable streets and locations for practical lessons which ensures the safety of the student, instructor and the general public. This may mean the instructor may need to drive the customer to and from suitable streets and locations, of which still forms part of the driving lesson duration and time.

Training Vehicles

The training vehicle provided by *Adept Driver Training* is an automatic gearbox vehicle, is roadworthy and fitted with dual controls, fire extinguisher, safety hazard warning sign and first aid kit.

The driving instructor reserves the right to refuse use of a student's (or parent / guardian) vehicle for a driving test if they consider that provision of a vehicle by the student, parent or guardian could cause a risk to public safety.

Adept Driver Training makes every effort to ensure that the vehicle supplied for driving tests are fully roadworthy and comply with all the legal requirements at all times. *Adept Driver Training* cannot be held responsible for any test bookings cancelled by NSW Roads and Maritime Services.

Driving lessons may be performed in the student's personal vehicle at the decision of the instructor. The instructor will also need to assess the vehicle is roadworthy and they feel safe to perform driver training without the use of dual controls for the safety of both the student and the instructor.

Gift Certificates

Gift Certificates are valid for a period of 12 months from the date of purchase. They are not refundable or transferrable.

Gift certificates are only valid for the name of the recipient they were purchased for and must be presented at the first lesson.

Adept Driver Training reserve the right to change these conditions from time to time. These terms and conditions form part of the agreement between the parent, legal guardian, student and *Adept Driver Training*. Your accessing of this website and/or undertaking of a booking indicates your understanding, agreement to and acceptance, of the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

A copy of these terms and conditions are forwarded to all students along with the training aid provided at the commencement of any lesson package.

If you have any questions, or require clarification of any term or condition forming part of this document, please contact us on 0410 058 368.