



# **RACT DRIVER TRAINING TERMS AND CONDITIONS**

2019

# CUSTOMER AGREEMENT

The following terms and conditions represent the basis upon which driving lessons, assessments are offered by RACT Driver Training. By booking and or paying for a lesson with RACT Driver Training, you are bound by the following terms:

## LESSON AVAILABILITY

We conduct driving lessons in Hobart, Launceston, Burnie and Devonport. Bookings are essential, call 1300 761 429 to book your lesson.

## DRIVING LICENCES AND FITNESS TO DRIVE

You must hold a current, valid driving licence, learner, provisional, full or (approved) international, and produce it at the beginning of all your driving lessons.

You must be fit to drive with regards to legal and medical requirements and not be under the influence of alcohol or drugs (prescribed or otherwise). You must comply with all the road rules, licence restrictions / conditions and any driving instructions given directly to you by your driving instructor.

Appropriate footwear must be worn. You must not wear high heels, thongs or other footwear which the instructor believes may cause safety concerns with the foot controls. A flat and enclosed shoe is recommended.

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

## PAYMENTS

Prices and availability of lessons are subject to change at any time without notice. We will always do our best to contact you if there is a change that impacts your next lesson or assessment. Weekend bookings will require payment by close of business on the last business day prior. All L2 and P1 assessments are required to be paid at the time of booking.

Payments can be made at the RACT Driver Training location at which you made your booking. Payment can be made via cash, credit card (Master Card and Visa) or debit card prior to the lesson/s. You can also make a payment through our website or over the phone with a credit card. RACT Driver Training does not accept AMEX or Diners Card.

If cancellation occurs thereafter, refunds will be paid in accordance with the conditions below:

## CANCELLATION AND REFUNDS

RACT Driver Training recognise that from time to time you may need to reschedule or cancel a lesson. When you book a lesson with RACT you are securing a professional trainer's time and allocated a custom training vehicle for your lesson. We ensure that resources are allocated solely to you for the duration of your lesson booking, and as a result there are associated costs with reserving you these resources.

### *Assessment bookings*

Cancellations received more than five business days before the start of an assessment can be transferred to a future date without penalty. If you are seeking a refund from your assessment booking you will incur an administration fee of \$40.00, and the remainder will be refunded.

Cancellations within five business days before the start of an assessment can be transferred to a future date and you will incur a \$40 fee. If you are seeking a refund from your assessment booking you will incur an administration fee of \$40.00, and the remainder will be refunded.

Cancellations within 24 hours' notice of the start of the assessment will forfeit 100% of the assessment fee.

### *Standard lessons*

A minimum of 24 hours' notice is required in the instance that you need to cancel or reschedule a lesson time or date. Cancellations can be made by phoning 1300 761 429. If less than 24 hours' notice is provided you will forfeit 100% of the lesson fee.

If no cancellation notice is given and a student fails to arrive for a scheduled driving lesson or assessment, fail to have a current driver's licence on them, or are in breach of their conditions, the full lesson fee will be charged and payable for the lesson. We strictly uphold our cancellation, rescheduling and no show policy to ensure that bookings are not speculatively made and that maximum potential availability is maintained for the benefit of each and every student.

RACT Driver Training reserve the right to cancel, postpone or change lesson lengths and start/finish times under certain circumstances (eg, your driving instructor is sick, there are dangerous weather conditions, RACT Driver Training will do everything in its 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 and you will be contacted at the earliest convenience. From time to time your booked instructor may be unavailable for your lesson, in these circumstances an alternative will be provided in their place.

The driving instructor reserves the right to cancel a lesson at short notice or throughout the duration of the lesson if the driving instructor has reasonable grounds to suspect that a student is under the influence of alcohol or drugs (prescribed or otherwise), or suffering from any other condition that would cause the student's driving to be dangerous or illegal, or does not follow the reasonable instructions of the driving instructor. In such circumstances, the lesson fee will not be refunded or carried forward.

## **LESSON PACKAGE CONDITIONS**

Lesson packages and gift certificates are not transferable or refundable for cash or other RACT products. If you are seeking a refund from your package purchase you will receive an administration fee of \$40.00, and the remainder of the package will be refunded.

Students who purchase a package of seven lessons or more, will be gifted a free 12 month RACT Roadside Advantage membership after successfully obtaining a provisional (P1) driver's licence. They will also get 15% off vehicle inspections and receive 10% off third party insurance if purchased over the phone or in a branch. Please note third party insurance policies taken out online will not attract the 10% discount.

## IN-CAR CAMERA TERMS

The RACT is a participant in a trial for the provision of P1 assessments by private operators authorised by The Department of State Growth (State Growth). As a participant in the trial State Growth require the relevant RACT driving instructors to carry out all P1 assessments with an in-car camera in operation.

The footage taken during any assessments will be the property of State Growth and RACT will not store copies of the footage nor access the footage other than with the approval of State Growth and in the presence of State Growth representatives.

The in-car cameras will be removed from vehicles when not undertaking relevant assessments and you will be made aware of the presence of cameras before an impacted assessment and confirm your permission to use the cameras. Should you refuse the use of cameras for any assessment then the assessment will be cancelled and the cost of the assessment will not be refunded or carried forward.

The use and disclosure of the footage by State Growth will be provided to you when you give your permission for the footage to be taken, but will be in accordance with the Personal Information Protection Act 2004 and relevant provisions of the Vehicle and Traffic Act 1999.

The camera equipment is the property of State Growth and RACT accepts no liability for any consequence of the camera equipment not being operational for any relevant assessment, be it the cause of the cancellation of the assessment or a determination by State Growth that your assessment needs to be repeated.

## 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.

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 that the instructor may need to drive the customer to and from suitable streets and locations, which will still form part of the driving lesson duration and time.

## TRAINING VEHICLES

RACT Driver Training will ensure that the training vehicles provided are roadworthy and fitted with dual controls.

RACT Driver Training makes every effort to ensure that its vehicles booked for driving tests will be available but RACT cannot be held responsible if the booked vehicle is unavailable due to vehicle failure that occurs in the day prior, the day of or during the driving test and such that it is no longer fully roadworthy nor complies with all the legal requirements. RACT accepts no liability for any consequential loss should the booked vehicle be unavailable. RACT Driver Training accepts no liability for any test bookings cancelled by Service Tasmania.

Driving lessons may from time to time be performed in the student's personal vehicle for full licence holders but only at the discretion of the individual driving instructor. The instructor will assess that your vehicle is roadworthy and that they feel safe to perform driver training without the use of dual controls for the safety of both the student and the instructor.

## PRIVACY

Our Privacy Policy contains information about how RACT collects and uses personal information as well as how you can access and correct your personal information, raise concerns or complaints and when we may collect information from third parties. It can be accessed as follows: <https://www.ract.com.au/privacy>

## TERMS OF USE

RACT reserves the right to change these conditions from time to time as we see fit and your continued use of the site will signify your acceptance of any adjustment to these terms. These terms and conditions form part of the agreement between the client and RACT Driver Training. Accessing this website and/or undertaking of a booking indicates your understanding, agreement to and acceptance, of the full terms and conditions contained herein as well as the RACT online terms and conditions that can be accessed as follows: <https://www.ract.com.au/terms-and-conditions>.