

Definitions

Throughout this agreement:

1. "RDT" refers to Respect Driver Training Pty Ltd.
2. "Instructor" refers to Respect Driver Training employees who are providing training.
3. "Company" refers to RDT and its Instructors.
4. "Student" refers to the person receiving driving tuition from a RDT Instructor.
5. "Purchaser" refers to the person buying driving tuition from RDT, either for themselves or for a third party.
6. "Customer" refers to the Purchaser and the Student

General Terms & Conditions

1. The Instructor carries appropriate insurance covering the student whilst driving the tuition vehicle when accompanied by an Instructor or an RMS Assessor.
2. The student agrees that he/she is duly licensed to drive the tuition vehicle. The student will be asked by the Instructor to show their driving licence at their first lesson and carry a valid drivers license at all times during the lesson. A lesson cannot be undertaken without a license carried, and lesson will be forfeited if unable to do so.
3. The student will notify the Instructor of any matter that affects his/her ability or entitlement to have driving tuition. This includes, but is not limited to: taking medication that may affect the ability to drive safely, any medical condition that may affect ability to drive, any lack or loss, of a valid learners, provisional or Full Australian driving licence, any revocation of driving entitlement.
4. The Instructor reserves the right to refuse to give tuition if, in the opinion of the Instructor, it is considered that the student is unfit to drive due to any reason, including but not limited to: being under the influence of alcohol or drugs, illness, injury, failing to wear glasses or contact lenses where these are required by law, wearing footwear or other clothing that would make driving hazardous. In these instances, the Instructor reserves the right to charge the student the full cost of the lesson.
5. The Instructor reserves the right to withhold the use of the tuition vehicle for the purposes of taking a practical driving test if, in the opinion of the Instructor, this would best serve the students interests. This includes, but is not limited to, a situation where the student has disregarded the Instructor's advice to postpone their test.
6. The student must comply with all reasonable instructions or directions of the instructor.
7. The student agrees to refrain from smoking in the tuition vehicle at all times.
8. The student agrees to refrain from consuming food or drink in the tuition vehicle without the prior consent of the Instructor.
9. Mobile Phones must be switched off or silent before the lesson commences. Please chat to your instructor if you have any concerns about this.
10. You will always be responsible for any traffic infringement notices arising whilst driving your motor vehicle or the RDT training vehicle or any other motor vehicle.
11. The student agrees that it is their responsibility to provide all relevant documentation required when taking their theory and practical driving tests. Neither RDT nor the Instructor accept any responsibility for any losses caused by failure to provide this documentation.
12. We teach the safe driving techniques that are required to become a safe, competent, and responsible driver. These are also the skills required to pass the RMS Practical Driving Assessment. Your instructor will keep you updated for when you will be ready to undertake your Practical Driving Assessment. However, We do not accept any responsibility for the outcome of any driving test or assessments you take.

Multiple Lesson Passes

1. Purchase of multiple Lessons can be made online or in person.
2. Multiple lessons are valid for 24 months from time of purchase.
3. 1st lesson is booked in online, and then subsequent lessons are to be booked with instructor either in person, over phone, or confirmed via email.

Gift Vouchers

1. Gift Vouchers are personalised for the individual named on the voucher and are not transferable.
2. Gift Vouchers issued are recorded and will not be honoured if not in accordance with RDT records.
3. Gift Vouchers have no cash value
4. Gift Vouchers are valid for use up to 24 calendar months from the 'valid from' date. Vouchers not used in this time will become null and void.
5. Requests for refunds must be made in writing within thirty(30) days OF PURCHASE.

Payments & Refunds

1. The lesson fee shall be paid in advance of each lesson unless prior agreement otherwise is obtained from the Instructor.
2. Discounts for Multiple Lessons or Courses are only available when payment is made for the entire course in advance or at the time of the first lesson in a single payment.
3. All prices, discounts and Special Offers are available at the sole discretion of RDT. Prices are subject to change and any discounts or Special Offers may be replaced or withdrawn at any time. The prices, discounts and Special Offers displayed on the [Company Website](#) are current and any previous prices, discounts or Special Offers should be disregarded. Any changes to our standard prices or discounts will be updated on the [Company Website](#).
4. Should a student cease to take lessons for any reason, a refund will be issued on the understanding that any lessons taken from a partially completed Multi Lesson Pass will be charged at the appropriate Pay-As-You-Go lesson rate and this will be reflected in the refunded amount. For example, if a Pupil purchases a 5 hour Multiple Lesson Pass at \$300 but stops taking lessons after 2 hours, the refunded amount would be \$300 less 2 hours at \$65 per hour which is \$170. The cancellation fee will also be subtracted if the notice of cancellation period is breached.
5. Should a refund be requested prior to the commencement of driving lessons, a \$30 administration fee will be deducted from the refunded amount.
6. Tuition hours purchased are valid for a period of twelve calendar months from purchase date or the date of the Pupil's last completed driving lesson, whichever is later. After this period has elapsed, any credit balance is non-refundable and the remaining hours are forfeited.
7. Refunds will be made by bank transfer. Cash refunds will not be provided.
8. Use of Kart Track during standard driving lessons will incur a \$20.00 usage charge that goes directly to Port Macquarie Kart Racing Club. Use of Kart track costs during Corporate training or Courses will be included in the package.

Cancellations & Punctuality

1. Duration of a standard lesson includes briefing and de-briefing time. This includes Log-book entries, payments and re-booking further lessons. All efforts are made by RDT to ensure this process is

streamlined. Lessons commence at a pickup point determined at time of booking unless otherwise agreed to by the instructor.

2. Due to traffic conditions your instructor may arrive for your lesson a little early or a little late. Your lesson starts when your instructor arrives for the lesson.
3. If the student fails to give the Instructor (either direct or via the RDT booking system) 24hours notice when cancelling any lesson, RDT reserves the right to charge the student a \$30 cancellation fee. The full lesson fee will be charged in the case of a No-Show by the student.
4. If the student is showing signs of Covid-19 like symptoms, please give as much notice as possible for re-scheduling.
5. The Instructor will endeavour to give the student or contact person 24-48 hours notice when cancelling any lesson due to unforeseen circumstances. These may be due to illness of instructor or mechanical reasons of vehicle. The Instructor reserves the right to postpone lessons if he/she feels that the weather or road conditions are unsuitable or dangerous. Neither RDT nor the Instructor can be held responsible for any costs incurred as a result of him/her having to postpone any lessons, for whatever reason.
6. The student accepts that it is in their own interests to be punctual for their lesson appointments. All such appointments should be recorded to ensure that mistakes are avoided. Where the student fails to arrive punctually for a lesson, the Instructor would normally make efforts to contact the student and then wait for a maximum of fifteen minutes before the lesson would be abandoned and the lesson fee forfeited. A reciprocal waiting time may become necessary if the Instructor is delayed due to unforeseen circumstances. Any lesson time lost as a result of Instructor delay would be made up by the Instructor either at the end of the normal lesson time if possible or at a later date. The Instructor will endeavour to contact the Pupil to alert them of any delay greater than five minutes to his/her arrival at the agreed meeting point.

Vehicles

1. Using your own vehicle

It is at the sole discretion of the RDT driving instructor to determine if a driving lesson can be conducted in your car. If you are driving your own vehicle it is your responsibility to ensure that your vehicle complies with the following requirement

- a) Your vehicle has current and valid registration and insurance. You warrant that your cars registration is current and valid. You acknowledge that it is illegal to drive an unregistered vehicle.
- b) The vehicle has current and valid Compulsory Third Party (CTP) Insurance and full comprehensive insurance.
- c) You have notified your insurance company in writing (prior to your driving lesson) that your vehicle will be used by your driving instructor to provide you with driving lesson(s).
- d) The tyres are correctly inflated (air pressure must reflect the minimum manufacturers requirements).
- e) Seats and seat belts are in good working order.
- f) Brake lights and blinker lights are functioning according to manufacturer's specification
- g) The windscreen is not cracked or damaged in any way.
- h) You accept full responsibility for the use of your vehicle and you fully indemnify RDT for any claims that may arise from the use of the motor vehicle supplied by you.

Compliments and Complaints

1. Compliments are great to receive in person. The best compliment we can receive is a referral to a family member or friend. We would also ask you to provide either a google review, or a facebook post or share.

2. Any client of a NSW DTA Member is entitled to lodge a Complaint if unsatisfied with the behaviour, service or standards delivered by the Driving Instructor. A Complaint or Claim must be submitted in writing, clearly outlining the issues, by:

- Mail: NSW DTA's Public Officer, PO Box 680, Campbelltown, NSW, 2560
- Email: admin@nswdta.com.au
- Website: Contact form at www.nswdta.com.au

3. In the event of a complaint all efforts must be made to resolve the problem directly with the Instructor. If any problem cannot be resolved, the complaint may be passed to NSW Fair Trading.

Legal and Liability

1. The Instructor and/or RDT shall not, in any event, be liable for losses relating to any business interests the Customer may have including, without limitation, lost profits, loss of opportunity or business or business interruption
2. Training that is undertaken on the closed track is in one of the safest environments possible. All care and consideration are taken by RDT to ensure your safety in this environment. When participating in this training area, all instructions must be adhered to.
3. Any driver taking any personal or company vehicle taken on closed kart track is waiving RDT of vehicle insurance liability.
4. If you are not the learner you have made the learner aware of these terms and conditions in their entirety.
5. All instructors are bound by the NSW Driver Trainers Associations Code of Best Practice Available on request.
6. The materials on RDTs website are provided "as is, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non infringement".