

Driving Test Pro- Learners or Customers Terms and Conditions

Parties: This agreement is established between Driving Test Pro and the Learner/ customer who has enrolled in the Driving Test Pro platform/ book lessons and/or Test packages/subscribe to Driving Test Pro website, emails, online resources in adherence to the stated Terms and Conditions.

Key Provisions:

Duration of Agreement:

The agreement becomes effective when the last party digitally accepts it and ceases upon the occurrence of a Termination Event.

Clause 1) Eligibility:

The Learner who is taking driving lessons and test packages confirms possessing a valid and current Learner Driving Permit or any other valid driver's license type required for driving instruction within their respective state or territory. Failure to maintain such eligibility results in automatic termination of the agreement, a condition deemed essential by Driving Test Pro.

Clause 2) Parties' Relationship:

The Learner recognizes and accepts that:

1. They engage directly with Driving Instructors, who operate as independent contractors responsible for scheduling and providing driving instruction services.
2. Driving Test Pro and its website serve as intermediaries connecting Driving Instructors with Learners.

3. Any agreements regarding driving bookings are exclusively between the Learner and the independent Driving Instructor; Driving Test Pro is not a party to such agreements.
4. Driving Instructors operate independently from Driving Test Pro and are not its agents, employees, contractors, or subcontractors. Consequently, Driving Test Pro bears no liability for the conduct, actions, or omissions of the Driving Instructors.
5. Driving Test Pro does not conduct checks or due diligence on Driving Instructors. Learners are solely responsible for their safety and security during driving sessions, and Driving Test Pro disclaims liability for any resulting physical, mental, or emotional harm or damage.

Clause 3) Description of Services:

Learners can utilize the Driving Test Pro website in various ways, including indicating personal preferences and browsing through a selection of Driving Instructors. They can compare Driving Instructors based on factors such as experience, pricing, vehicle details, availability, ratings, and location. Driving Test Pro retains the right to introduce new products, modify existing ones, or remove products from its website as needed.

Clause 4) Learner Agreement:

1. They have thoroughly read, comprehended, and consented to abide by this Agreement.
2. They possess a current and valid Learner Driving Permit or an equivalent license type permitting them to drive legally within their state or territory as outlined in clause 1.
3. If you serve as the parent or guardian of a Learner aged 17 years or below, you assume the role of the financial guarantor for the Learner, encompassing their responsibilities and liabilities delineated in this Agreement. Consequently, this Agreement binds you and the Learner jointly and severally.
4. Should you act as the agent, service provider, or representative for a Learner of any ages, you ensure that the Learner consents to be legally bound by this

Agreement as stipulated in clause 4 above. This Agreement thereby binds you and the Learner jointly and severally.

Clause 5) Learner's Usage of Driving Test Pro Website:

The Learner agrees to comply with the subsequent stipulations:

1. Utilize only their designated username and password to access and navigate the Driving Test Pro website, refraining from borrowing or sharing credentials with others.
2. Safeguard their username and password from disclosure to any third party or unauthorized individual.
3. Employ the Driving Test Pro website solely for its intended purpose, which involves facilitating connections between Driving Instructors and Learners. Furthermore, the Learner acknowledges that Driving Test Pro serves as a third-party provider, functioning as a matchmaker between Driving Instructors and Learners. However, Driving Test Pro disclaims responsibility for the accuracy of any information provided by Driving Instructors on its website.
4. Ensure that all information provided is accurate, current, and truthful.
5. Promptly update their details in the event of any changes in circumstances.
6. Refrain from exploiting the Driving Test Pro platform for any purposes other than those explicitly outlined in this Agreement, including the dissemination of hate speech or engaging in unlawful activities.
7. Abstain from using the Driving Test Pro website to access or retrieve data from other users' accounts.
8. Avoid leveraging the Driving Test Pro platform for promoting third-party entities or commercial ventures.
9. Refrain from disrupting the normal operation or functioning of the Driving Test Pro website or inciting others to do so.

Clause 6) Warranty: Learners/ customers agree that-

1. All the bookings need to make online through www.drivingtestpro.com.au or by any other applications owner by Driving Test Pro.
2. If you do not book through our website or other media related to driving test pro-ownership, then we are not held liable.
3. All our instructors are self-managed their insurances, booking system and their licences.
4. Therefore, Driving Test Pro is not liable for the instructor's actions, circumstances, instructors' insurance coverage, cancellations and reschedule of appointments.
5. Learners are responsible for their learner licenses, overseas licenses, misconduct, accidents, injuries, Personal and professional indemnities.
6. If the learners are caught speed cameras, fines, red lights, drink driving, drugs abuse then the learners and drivers are full responsible for their actions.
7. Driving Test Pro assures that its products are accompanied by guarantees under the Australian Consumer Law, which are irrevocable under this Agreement.
8. Driving Test Pro pledges that its services to the Learner will be executed with the requisite care, expertise, and suitability, and will be delivered within a reasonable timeframe.
9. The Learner acknowledges and agrees that Driving Test Pro's services are strictly confined to those delineated in clauses.
10. Driving Test Pro's liability to the Learner for any breach of clauses is capped at the sole discretion of Driving Test Pro, encompassing either the re-provision of its services or the reimbursement of the expenses associated with obtaining those services, to the maximum extent permitted by law.

Clause 7) Fidelity:

The Learner commits to refraining from any actions or omissions that could harm the reputation of Driving Test Pro.

Clause 8) Bookings Driving Test Pro Services:

The Learner undertakes to adhere to the following guidelines, which include but are not limited to:

1. Arriving promptly for bookings with Driving Instructors.
2. Following all instructions provided by the Driving Instructor.
3. Practicing safe behaviour, being cognizant of risks, and avoiding endangerment of individuals or property, including motor vehicles.
4. Showing respect towards Driving Instructors.
5. Refraining from using mobile phones or similar electronic devices during bookings.
6. Abstaining from offering money, tips, or any form of inducements to Driving Instructors.
7. Avoiding any encouragement of Driving Instructors to engage in personal bookings outside of the Driving Test Pro platform or accepting such offers.
8. Taking reasonable measures to minimize losses.
9. Total amount for the Test package is 2.5 hours and cannot be exceeded.
10. If it goes over 2.5 hours and own transport for drop off need to be organised.
11. Any other services apart for driving lessons will incur additional costs.
12. No refund will be issue if learners or purchasers want to change their mind after bought the Lessons and driving test packages.
13. No credit will be provided if less than 24 hours' notice provided.
14. You are liable for your health insurance and from accidental damages.
15. Driving Test Pro is a driving lessons and test packages booking system.
16. You are not allowed to book private lessons with the instructors.
17. All the booking needs to make online through www.drivingtestpro.com.au by the learners and customers.
18. If you do not book through our website or other media related to driving test pro, then we are not held liable.

Clause 9) Tax Compliance:

The Learner agrees to fulfill any applicable tax obligations when conducting transactions through the Driving Test Pro website or any affiliated platforms.

Clause 10) Learner Payment Terms:

1. The Learner or customer agrees to the Driving Test Pro Payment Policy, in force from time to time. The Learner acknowledges and agrees that –
2. they are immediately liable to pay for bookings and payment will be processed immediately when a booking is booked.
3. when they enter their respective credit or debit card details, they are authorised to use that card for the transaction.
4. When a Learner pays for a booking or bookings, a credit or credits will be issued to that Learner for the value of each booking paid which will be held on account by Driving Test Pro. We call it ‘Wallet’ Balance. Credits issued or arising under this clause 11.

Clause 11) Wallet Credit Balance: Learners and customers agrees that-

1. Credits in Wallet are non-refundable, non-transferrable, and should not be assigned to or used by any other person other than the Learner to which the credit has been issued.
2. must be used to purchase a booking, or refunded according within 12 months of the date of the Learner making payment, after which time it will expire and be forfeited to Driving Test Pro, who –

at that time, will have clear and absolute title to those forfeited credits;
and

Driving Test Pro is entitled to use payments for all credits held on account for Learners or Customers and Driving Instructors for any purpose and at any time while those credits are being held on account by Driving Test Pro.

Clause 12: Refusing A Transaction:

Driving Test Pro can refuse a payment if it believes that –

1. the credit or debit card holder did not authorise a transaction.
2. a transaction is considered fraudulent or suspicious; or
3. in any other circumstances as determined at the sole discretion of Driving Test Pro.
4. Learners or Customers agree that Driving Instructors, and not Driving Test Pro, bear all risks associated with any fraudulent or unauthorised payments made by a Learner.

A Learner who signs up for an Driving Test Pro account also agrees to –

5. the current PayPal payment terms and conditions which can be accessed.

Clause 13: Cancellation or Rescheduling by Learner:

If a learner cancels or reschedules their lesson more than 24 hours before the scheduled time, they will receive a credit from Driving Test Pro equivalent to 100% of the booking fee.

If a learner cancels or reschedules within 24 hours of the scheduled time or fails to show up for the lesson, the driving instructor is entitled to charge the learner the full price of the booking. The learner acknowledges that this fee is fair and covers the reasonable costs incurred by both Driving Test Pro and the driving instructor.

Clause 14: Cancellation or Rescheduling by Driving Instructor:

If a driving instructor cancels a booking before the scheduled time, the learner has the option to find another driving instructor for an alternative booking.

If a replacement driving instructor is unavailable, Driving Test Pro will, at the learner's choice, provide a credit equivalent to 100% of the booking fee or issue a refund to the cardholder.

Clause 15: Refunds:

Refunds for bookings that have been validated by a Driving Instructor will be provided according to the Payment Policy.

Refunds may take 2 or more business days to be issued.

Clause 16) Gift Cards/ Vouchers: Learners/ Customers agree that-

1. The Learner agrees that Driving Test Pro may issue reward cards, gift cards, vouchers or promotional cards.
2. It is the sole responsibility of the Learner to read and understand the relevant terms and conditions of the provider of Driving Test Pro of the gift cards terms and conditions.
3. Gift Card is only valid for 6 months.
4. Once customers buy gift cards, they will be issued credits worth the same amount of money they may paid for.
5. they may use these credits to buy lessons and test packages.
6. Gift cards/ vouchers can not be transferrable or exchange.

Clause 17) Costs:

1. The learner agrees that Driving Test Pro may adjust its booking fees and other charges at its discretion.
2. Booking fees are determined by individual driving instructors based on various factors outlined in the Driving Test Pro Payment Policy.
3. Learners will be notified at the time of booking, of all charges and fees at the time of booking and must accept them before making payment.
4. Any substantial increase in fees will be communicated to learners at least 7 days in advance.
5. Payments made before such fee adjustments will not be affected.

6. Driving Test Pro reserves the right to adjust its fees, including discounts and potential future booking fees, at its discretion.

Clause 18) Conditions Leading to Termination:

The Learner acknowledges that Driving Test Pro reserves the right to limit, suspend, or cancel the Learner's registration on the Driving Test Pro website. This action may occur immediately upon issuance of Written Notice in various circumstances, including but not limited to:

1. Instances where the Learner breaches this Agreement.
2. Situations where the Learner violates the law, including being charged with or convicted of a criminal offense.
3. Instances where the Learner ceases to hold a valid driver's license or is otherwise prohibited by law from driving.
4. Circumstances where the Learner is involved in legal proceedings related to a motor vehicle accident.
5. Any other circumstances determined at the sole discretion of Driving Test Pro.

The Learner agrees that failure to fulfill obligations under this Agreement, without rectification within 14 days after receiving notice of such breaches, may result in Driving Test Pro restricting, suspending, or terminating the Learner's registration on the Driving Test Pro website. Written Notice will be provided to the Learner in such cases.

Furthermore, the Learner retains the right to terminate this Agreement by deregistering their account on the Driving Test Pro website at any time.

General Clauses:

G1: Confidentiality:

Learners or Customers acknowledge that they shall only use Driving Instructor information for the specific purpose of arranging or participating in bookings.

G2: Indemnity:

Learners or Customers agree to compensate and defend Driving Test Pro against any claims, damages, or liabilities arising from their actions or negligence.

G3: Privacy: Learners/customers agree that-

1. Driving Test Pro and Driving Instructors commit to complying with the current Australian Privacy Principles, with the Privacy Policy of Driving Test Pro being an integral part of this Agreement.
2. Learners or Customers consent to the collection and utilization of their information by Driving Test Pro for marketing purposes and service provision via the Driving Test Pro website.
3. Learners or Customers acknowledge that Driving Test Pro may collect various personal data, including name, location, contact details, age, gender, and financial information.
4. Learners or Customers understand that they can request access to their personal information held by Driving Test Pro by submitting a support ticket. They also acknowledge reading and accepting the terms of the Privacy Policy, including any future amendments made by Driving Test Pro.

G4: Intellectual Property:

The Learner acknowledges that all intellectual property rights and copyrights related to Driving Test Pro products and resources are exclusively owned by Driving Test Pro.

G5: Force Majeure:

Both parties agree that neither Driving Test Pro nor Learners or Customers shall be held liable to each other or deemed in default under this Agreement if, and to the extent that, the performance of these Terms and Conditions is delayed or hindered by force majeure. In this Agreement, force majeure refers to an event

beyond the reasonable control of the affected party and occurring without fault or negligence. In such an event, reasonable efforts will be made to arrange an equivalent booking for a future date, where feasible.

G6: Arbitration:

In the event of any dispute between a Learner and Driving Test Pro, the parties agree to resolve the dispute through various methods, including but not limited to:

1. If the dispute remains unresolved for 14 days, the parties will refer the matter to mediation, following these steps:
2. Hiring a mediator to facilitate the resolution process.
3. Conducting mediation sessions via video conference.
4. Adhering to the mediation procedure outlined by the Resolution Institute. The mediation rules can be accessed at this link: [Resolution Institute Mediation Rules](#).
5. If mediation fails, the parties agree to refer the matter to arbitration, following these procedures:
6. Conducting arbitration with a single arbitrator mutually agreed upon by the parties.
7. If the parties fail to agree on an arbitrator within 14 days, the arbitrator will be appointed by the President of the Institute of Arbitrators Australia.
8. Adhering to the Rules of Conduct of Commercial Arbitrators and any guidelines issued by the Institute of Arbitrators.
9. Acknowledging that the decision of the arbitrator is binding.
10. Agreeing to share the costs of mediation or arbitration.

G7: No Waiver:

Both parties agree that any failure or delay by Driving Test Pro in exercising a right does not waive Driving Test Pro's rights to pursue legal action.

G8: No Assignment of Agreement:

The Learner acknowledges that they are prohibited from selling, transferring, assigning, subleasing, or otherwise transferring this Agreement to any other party.

G9: Modification of Agreement:

The parties acknowledge that Driving Test Pro may modify this Agreement from time to time with notice to the Learner as per clause below. The Learner understands that:

1. Continuing to use the Driving Test Pro website constitutes acceptance of the updated terms.
2. It is the Learner's responsibility to review the amended Terms and Conditions periodically.

G10: Notice:

The parties agree that any notices under this Agreement may be provided via:

1. Email or SMS.
2. Any other electronic communication method, including through the Driving Test Pro website.
3. Any other means regularly used by both parties.

G11: Severability:

This Agreement is to be interpreted in a manner that upholds the validity and enforceability of its provisions to the fullest extent possible.

G12: Governing Law:

This Agreement is governed by the laws of South Australia, and both parties submit to the non-exclusive jurisdiction of the courts in that State.

G13: Entire Agreement:

This Agreement constitutes the entire agreement between the parties, superseding any prior understandings or agreements, whether oral or written, along with any referenced documents.

Definitions:

The following terms have the following meanings:

Agreement: Refers to this document, including any future amendments, along with any documents referenced herein.

Driving Instructor: Refers to the individual who has entered into a contract with Driving Test Pro to become a driving instructor through the online platform.

Event of Termination: Denotes the events outlined in clauses 35 to 37.

Driving Test Pro: Refers to Driving Test Pro

Learner/customer: Refers to an individual who has made a booking through Driving Test Pro.

Learner Permit: Signifies the license granted to an individual who is at least 16 years old and has fulfilled all requirements to drive under supervision. Learner permit also includes a valid international license permit only if they are verified by the local authorities to be genuine.

Payment Policy: Refers to the Payment Policy of Driving Test Pro above.

Policies: Denotes both the Payment Policy and the Privacy Policy.

Privacy Policy: Refers to the Privacy Policy of Driving Test Pro.

Written Notice: Includes notifications sent via email or SMS.

Interpretation:

In interpreting this Agreement:

All sections of this document, except for the headings, are considered integral parts of the Agreement and should be construed accordingly.

Headings are provided for convenience and are not to be considered part of the Agreement.

The singular form includes the plural, and vice versa.

Words specifying a particular gender encompass all genders.

References to legislation include all related rules, ordinances, bylaws, orders, regulations, consolidations, amendments, reenactments, and replacements in effect at any given time.

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