



# Drive School

General terms and conditions

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# Drive School general terms and conditions

RAA's network of accredited driving instructors can give lessons to holders of a valid driver's licence or learner's permit. Learn all the skills needed to become a safe and competent driver. Lessons can be booked via the Drive School portal or by calling RAA on 8202 4444.

## 1. Conditions of use

- 1.2 You acknowledge that once you've booked a driving lesson with RAA, the following terms and conditions apply to the delivery of the lesson.
- 1.2 RAA may vary these terms and conditions at any time by updating them on the RAA website.
- 1.3 By continuing to use the RAA's Drive School, you agree to these terms and conditions, as varied from time to time.

## 2. Booking

- 2.1 Lessons can be booked via the portal, subject to availability, or by calling RAA, and must be paid for at the time of booking.
- 2.2 You may ask an instructor to make a tentative booking on behalf of the learner driver; however, payment must be made via the portal or over the phone within 24 hours to confirm the booking.
- 2.3 You'll get confirmation once the booking is complete.
- 2.4 All payments should be made directly to RAA and not to the instructor.

## 3. Lessons

- 3.1 Lessons start and end at the pre-determined pick-up point, specified when the lesson is booked.
- 3.2 The duration of a standard on-road lesson includes briefing and/or debriefing time.
- 3.3 An instructor may terminate a lesson if the learner driver:
  - a) does anything that the instructor determines is reckless
  - b) fails to comply with the directions of the instructor
  - c) fails to comply with any special conditions of their Learner's Permit
  - d) is considered by the instructor to be unfit or unsafe to drive.

## 4. Learner driver obligations

- 4.1 While taking a driving lesson with RAA, a learner driver must:
  - a) hold, and carry with them during a lesson, a current Australian learner's permit, Australian driver's licence, or equivalent overseas licence
  - b) adhere to all licence conditions and road rules
  - c) follow any directions given by the instructor
  - d) act in a safe manner, be aware of risks, and not put people or property in danger, including motor vehicles
  - e) be respectful to instructors and RAA staff
  - f) arrive on time for the lesson
  - g) wear proper footwear during the lesson
  - h) not offer any monetary or other types of bribes to instructors
  - i) not use a mobile phone or similar electronic device while undertaking driving lessons
  - j) not eat or drink while undertaking driving lessons.

## 5. Vehicle on Road Test (VORT)

- 5.1 Your instructor can book a Vehicle on Road Test (VORT).
- 5.2 A VORT is undertaken in accordance with any terms and conditions of the Department of Planning, Transport and Infrastructure (DPTI), including but not limited to:
  - a) your VORT examiner must be different to your instructor
  - b) breaking any road rule during a VORT results in an immediate fail
  - c) passing a VORT requires successful completion of the 5 low-speed manoeuvres and at least a 90% mark in the general drive
  - d) if you fail, you're responsible for confirming with DPTI if there are specified wait times which apply before attempting another VORT.

## 6. Cancellation

- 6.1 If you cancel a lesson:
  - a) more than 24 hours before the lesson, you'll be given a credit for RAA's Drive School, for the full value of the lesson fee.
  - b) within 24 hours of the lesson, you'll be charged the full lesson fee.
- 6.2 Non-attendance by the learner driver will be considered the same as cancellation within 24 hours of the lesson, and you'll be charged the full lesson fee.
- 6.3 RAA or the instructor reserve the right to refuse a lesson and/or test where the learner driver is deemed unfit to operate a vehicle, or is suspected to be under the influence of drugs or alcohol, as reasonably determined by the instructor.
- 6.4 Any cancellation of a VORT or Competency Based Training Assessment final drive (test) must be received at least 72 hours before the start of the scheduled test. Cancellations inside 72 hours will incur a non-refundable charge for the test booking fee.

## 6. Cancellation continued

- 6.5 For cancellations within 24 hours, you'll be charged the full test and test booking fee. RAA may cancel and reschedule a lesson or test subject to the provision of reasonable notice where:
- a) the instructor is ill and can't be replaced
  - b) the instructor or the instructor's vehicle has been involved in an accident
  - c) the traffic or weather conditions are, in RAA or the instructor's opinion, unsuitable for a learner driver
  - d) any other unforeseeable circumstances occur that may affect the ability of the learner driver or instructor to complete the lesson or test.

## 7. Portal

- 7.1 When using the portal you must:
- a) use your own username and password
  - b) not reveal or allow access to your username or password to anyone (including RAA or the instructor)
  - c) provide information that's current, true and correct, including updating details when required.
- 7.2 The website/portal is not to be used for the following purposes:
- a) any illicit purposes including to disseminate hate speech or similar views or any other illegal activities
  - b) accessing other accounts, data or information from other portal users
  - c) interrupting the operation or programming structure of the portal or encouraging anyone else to do so.

## 8. Liability

- 8.1 You acknowledge and agree that you're liable and responsible for:
- a) any government fees and charges associated with the cancellation of a VORT test
  - b) any traffic infringement notices that arise while you were driving during the lesson with RAA
  - c) a cleaning fee of \$150 to the instructor if the interior of an instructor's motor vehicle needs to be cleaned
  - d) any costs associated with repairing any damage caused to an instructor's motor vehicle that's in excess of normal wear and tear, which are not covered by insurance
  - e) any excess applicable to an insurance claim that resulted from your driving
  - f) reimbursing RAA, upon request, for all such costs or losses.
- 8.2 RAA will investigate all requests for costs in accordance with clauses 8.1c) and d).

## 9. Warranties

- 9.1 RAA warrants that driving lessons and assessments are provided in accordance with applicable approved standards of teaching and assessment.
- 9.2 RAA warrants that all instructors hold a motor driving instructor's licence issued on behalf of the Department of Planning, Transport and Infrastructure.
- 9.3 RAA makes no warranty as to:
- a) the accuracy of instructors' information displayed on the portal
  - b) the results or competency of learner drivers participating in RAA driving lessons
  - c) the successful completion of any course or VORT within the program.

## 10. Indemnity

- 10.1 The learner driver will be liable for and must indemnify and keep indemnified RAA and its officers, directors, employees, agents, successors and assigns (Indemnified Persons) against all actions, claims, demands, losses and/or damages, fines, penalties and suits (including, but not limited to, court and legal costs on a solicitor and client basis) under any statute, equity or at common law which are made or brought by any person against RAA arising out of or consequential upon:
- a) any damage to property, real or personal, including any infringement of third-party intellectual property rights
  - b) any injury to persons (including economic loss), including resulting in death
  - c) any breach of any laws by the contractor or its personnel.
  - d) in the course of or in connection with provision of the Drive School program except to the extent that such damage, injury, loss, claim, liability or proceeding is due to or contributed to by any negligent act or omission of RAA.

## 11. Termination

- 11.1 RAA may, at their discretion, terminate or suspend the learner driver's participation in the Drive School program with immediate effect, if the learner driver:
- a) breaches the terms and conditions of use
  - b) ceases to hold a valid licence;
  - c) is the subject of proceedings relating to a motor vehicle accident
  - d) violates any state/federal laws
  - e) has been charged with or has been convicted of a criminal offence.

## **We're here to help**

RAA Drive School

**8202 4444**

General enquiries

**8202 4346**

Visit us at an RAA Shop or book online

**[raa.com.au/driveschool](https://raa.com.au/driveschool)**