

## RAA Driver Education

### Standard Terms and Conditions

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#### 1. Application

- 1.1 This document sets out the standard terms and conditions of supply of services offered from time to time by RAA Driver Education (Standard Terms).
- 1.2 By booking services provided by RAA Driver Education, or otherwise engaging RAA Driver Education to provide services, you (the Client) accept and agree to these Standard Terms.
- 1.3 Where RAA Driver Education has provided the Client with written course information, a written proposal and/or a booking letter (Proposal) in respect of services and there is any inconsistency between the Proposal and these Standard Terms, the Proposal will prevail to the extent of that inconsistency.
- 1.4 These Standard Terms operate to the exclusion of all other terms and conditions proposed or notified by the Client (including any standard terms or conditions incorporated in or attached to a purchase order provided by the Client), irrespective of whether the Client's terms and conditions were proposed or notified prior to or after the services were supplied.

#### 2. Interpretation

- 2.1 **Business Day** means any day except a Saturday or a Sunday or other public holiday or bank holiday in South Australia;
- 2.2 **Client** means a person (including an entity) who books services provided by RAA Driver Education or otherwise engages RAA Driver Education to provide services (as described in clause 1.1);
- 2.3 **Participant** means a person enrolled by the Client to receive services from RAA Driver Education (and includes the Client where the Client itself is enrolled to receive services);
- 2.4 **Proposal** has the meaning given in clause 1.3;
- 2.5 **Standard Terms** has the meaning given in clause 1.1; and

### **3. Bookings**

- 3.1 A course or training booking must be confirmed by the Client by such method, and in such form, as RAA Driver Education may reasonably require (which may include an enrolment form or purchase order signed by the Client).
- 3.2 RAA Driver Education may require payment of a deposit before confirming a booking, in which case the deposit will be applied against the fees payable for the final lesson or course booked. In the event of cancellation or non-attendance, the deposit will be applied against any fees payable in accordance with these Standard Terms. Any portion of a deposit that is not applied against amounts payable under these Standard Terms will be refunded.
- 3.3 Each new booking, enrolment or engagement constitutes a separate contract for services between RAA Driver Education and the Client, incorporating these Standard Terms and any terms, conditions or requirements in the applicable Proposal.

### **4. General**

- 4.1 RAA Driver Education will provide training and assessment services to the Client as outlined in the applicable Proposal.
- 4.2 RAA Driver Education reserves the right to cancel, postpone or re-schedule courses due to low enrolments or unforeseen circumstances. Should this occur a full refund will be provided.
- 4.3 Notwithstanding clauses 1.3 and 1.4, RAA Driver Education reserves the right to change course dates, content, trainers and its method of presentation or facilitation at its discretion.
- 4.4 RAA Driver Education may change course fees from time to time, subject to clauses 1.3 and 1.4.

### **5. Obligations of the Client**

The Client must, and must ensure that its participants, in connection with the services provided by RAA Driver Education:

- 5.1 Provide RAA Driver Education with any information and assistance reasonably required by RAA Driver Education;
- 5.2 Comply with any rules, procedures, and regulations notified by RAA Driver Education, and with the reasonable instructions of RAA Driver Education and its trainers and other representatives;

- 5.3 Comply with all applicable statutory requirements, including all motor vehicle registration, road laws, licensing and permit requirements, and all workplace health and safety requirements; and
- 5.4 Comply with these Standard Terms and any terms, conditions or requirements specified in a Proposal.
- 5.5 The nominated driver is fully responsible for the vehicle allocated to them and, with the support of their organisation, must maintain and use the vehicle in accordance to organisation policy.
- 5.6 The nominated driver's vehicle must be covered by a comprehensive insurance policy.

**6. No guarantee as to outcome**

- 6.1 RAA Driver Education provides its services in accordance with applicable approved standards of teaching and assessment and does not give any guarantee as to the results or level of actual competency of participants who have participated in RAA Driver Education training courses.
- 6.2 RAA Driver Education does not guarantee successful completion of any course.

**7. Invoicing and payment**

- 7.1 All quoted fees are exclusive of GST unless otherwise specified, where specified GST is payable.
- 7.2 RAA Driver Education may require the Client to complete a credit application form and undergo a credit assessment before establishing a trading account for the Client.
- 7.3 Course and training fees must be paid in accordance with the Proposal or, payment details are not specified in the Proposal, within 14 days of the invoice date.
- 7.4 If payment of a course fee has not been received within the required period, an enrolment may be cancelled. RAA Driver Education will notify the Client prior to this occurring.
- 7.5 Where an account remains overdue, RAA Driver Education may charge the Client a late payment administration fee (\$10 + GST per calendar month), together with interest on the outstanding amount at 10% per annum, accruing daily, plus any other costs or expenses that may be

incurred by RAA Driver Education in recovering the outstanding amounts.

## **8. Course transfers**

- 8.1 Transfers of participant registrations from one course to another course will only be accepted upon notice to RAA Driver Education in writing, and with RAA Driver Education's consent, prior to commencement of the first course. RAA Driver Education will not unreasonably withhold its consent. In the case of a transfer, amounts invoiced or paid in respect of the first course will be applied against the fees payable for the course to which the participant transfers.
- 8.2 No transfer fee will apply if notification is received by RAA Driver Education at least seven (7) Business Days prior to the commencement of a course.
- 8.3 If a transfer is requested less than seven (7) Business Days before the commencement of a course, an administrative fee of \$50 will be charged per transfer per participant.
- 8.4 Transfers are not permitted once a course has commenced.
- 8.5 A Client may only request to transfer a participant once. Subsequent transfers will be treated as cancellations.

## **9. Cancellations**

- 9.1 Cancellations will only be accepted in writing.
- 9.2 Cancellations must be received at least seven (7) Business Days prior to the commencement of a course. Cancellations may incur a charge (as set out in the applicable Proposal).
- 9.3 The Client will be charged the full fee in cases of non-attendance or cancellation without prior written notice unless there are, in RAA Driver Education's opinion, extenuating circumstances.
- 9.4 If an enrolled participant is unable to attend a scheduled course or part of a course, the Client may substitute a different participant, with the prior consent of RAA Driver Education, which will not be unreasonably withheld.

## **10. Intellectual property**

RAA Driver Education retains all intellectual property rights in connection with the services and material it provides the participants. Intellectual property rights

include but are not limited to copyright and trade marks (whether registered or not), know-how and work methods, designs, concepts and trade secrets. Exploitation or use by the Client or any participant of any of RAA Driver Education's intellectual property rights other than for the purposes of attending and completing courses provided by RAA Driver Education is strictly prohibited.

## **11. Liability and indemnity**

11.1 To the extent permitted by law, all warranties, guarantees and conditions (other than those set out in these Standard Terms or in a Proposal), whether implied by statute or otherwise, are excluded.

11.2 Certain consumer warranties and guarantees that the Client may have the benefit of under statute cannot be excluded. To the extent permitted by law, RAA Driver Education's liability for breach of any warranty, guarantee or condition that cannot be excluded is restricted to (at RAA Driver Education's option):

11.2.1 Re-supply of the applicable services; or

11.2.2 Payment of the cost of having the services re-supplied.

11.3 To the extent permitted by law, RAA Driver Education's liability to the Client, whether for breach of contract, tort (including negligence), breach of warranty in connection with the supply of services shall not in any event exceed an amount equal to the price paid by the Client for the services supplied.

11.4 The Client must indemnify RAA Driver Education from and against any claims, loss, damage, liability, expenses and costs suffered or incurred by RAA Driver Education in connection with any act or omission of a participant enrolled with RAA Driver Education by the Client which, if it had been performed or omitted by the Client, would have constituted a breach by the Client of these Standard Terms.

## **12. General**

12.1 The Client must not (except as required by law or with RAA Driver Education's written consent), and will ensure its participants do not, disclose to any person any information of or relating to RAA Driver Education that is of a confidential nature (including course materials).

12.2 No failure or delay on the part of RAA Driver Education in exercising any of its powers or rights under these Standard Terms will be taken to be a waiver of any such power or right. A waiver is not effective unless it is in writing.

- 12.3 RAA Driver Education may vary these Standard Terms by notice in writing to the Client. The varied form of these Standard Terms will apply in respect of any course bookings or enrolments received after such notice is given. These Standard Terms may not otherwise be varied.
- 12.4 A provision of these Standard Terms must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed.
- 12.5 These Standard Terms are governed by the law of South Australia.

**END OF STANDARD TERMS AND CONDITIONS**