



Pinnacle Driving School - Terms and Conditions

1. General Conditions

1.1 Driving lessons are provided by Pinnacle Driving School (ACN 60 331 305 533) of 39 Tanami St, Harrison ACT 2914 or by its contracted instructors. Where Pinnacle Driving School (PDS) is the provider, these terms govern the agreement between the participant ("you") and Pinnacle Driving School. Where an instructor is the provider, that instructor provides the lessons in its own right, and these terms govern your agreement with the instructor. PDS or the instructor (as the case may be) is referred to as "we", "our" and "us" in these terms and conditions. By booking a driving lesson ("Lesson"), you accept these terms and conditions ("Terms").

1.2 These Terms may be varied from time to time and will be updated on the website at www.pinnacledrivingschool.com.au. You will be bound by the Terms you accept at the time of booking your lesson. If you book more than one lesson at the same time, the terms and conditions applicable at the time of booking will apply to each lesson booked at that time.

2. Lesson Bookings

2.1 Lessons must be booked via one of the following channels authorised by us:

- a. Pinnacle Driving School office on 02 62428687.
- b. Pinnacle Driving School contracted instructor or representative.
- c. Pinnacle Driving School online booking system.

2.2 Standard lesson bookings can be made up to 12 hours prior to lesson time pending instructor availability. Lesson may be paid for at the beginning of the lesson or as otherwise agreed with the office staff of Pinnacle Driving School.

2.3 We offer a variety of lesson products, however the accessibility of these products are dependent on the student's skill level and experience.

3. Payment Conditions

3.1 All bookings must be paid for in full prior to the commencement of the lesson unless otherwise agreed with the Pinnacle Driving School office staff.

3.2 Payment can be made by cash, cheque, credit card or Electronic Funds Transfer (EFT), Direct Deposit or a valid voucher issued by Pinnacle Driving School may be used. Payment acceptance varies by booking channel.

3.3 We reserve the right to offer certain lesson and package types where additional booking and refund restrictions may apply. If any additional booking or refund restrictions do apply, we will notify you at the time any offer is made.

3.4 By booking a lesson, you warrant to us that you are 18 or more years of age or otherwise possess legal parental or guardian consent and that you are authorised and able to make payment in the manner selected by you. You also warrant to us that all information given by you to us through any booking channel (including your name, contact and address details) is correct.

3.5 Overdue invoices may be charged an account keeping fee of \$10.00 each month while such invoices remain outstanding.

3.6 All cash provided to the driving instructors will be issued with a written Tax invoice at the time of lesson.

3.7 A tax invoice for direct deposit can be requested from Pinnacle Driving School office on 02 62428687

3.8 Credit card details that are provided to Pinnacle Driving School are cleared. Any outstanding balance owed and not cleared within 30 days of the last lesson will be automatically deducted from the credit card details provided.

4. Fees and cancellations/rescheduled bookings

4.1 You may cancel or reschedule your appointment without charge at any time 24 hours before your appointment.

4.2 Cancellations or reschedules within 24-4 hours of your appointment will be charged 50% of the scheduled service price.

4.3 Cancellations or reschedules within 4 hours including no show of your appointment, you will be charged full price for the scheduled service

4.4 We reserve the right to reschedule a lesson subject to the provision of reasonable notice. We reserve the right to refuse to provide a lesson where you are unfit to operate a vehicle as reasonably determined by us.



5. Promotions, Discounts & Free tuition

5.1 Any discounts or free lesson are not transferable or redeemable for cash.

5.2 Promotions at times we may run varying promotions and in certain cases additional or different rules may apply. If additional or different rules do apply, we will notify you at the time of the promotion.

6. Gift Vouchers

6.1 Are non-refundable, not redeemable for cash. They are not transferable and cannot be resold. Cancellation and promotional conditions apply.

7. Lessons

7.1 Driving lessons commence and end at the pre-determined pick-up/drop off point, determined at the time of booking the lesson. The duration of a standard driving lesson is one hour, including lesson briefing and debriefing.

8. Provision of Lessons

8.1 You must hold a current ACT driving licence (Class C) or equivalent overseas license and carry it with you at all times during a lesson.

8.2 You must not wear high heels, thongs or other footwear which in the opinion of the instructor may cause safety concerns with the foot controls. A flat, enclosed and secure shoe is recommended.

8.3 Mobile phones must be switched off prior to entering the driving simulator or training vehicle.

8.4 You must be ready to commence the lesson 10 minutes prior to the agreed time. If you do not turn up at the agreed time for your lesson, your instructor will wait 15 minutes and may at the instructor's reasonable discretion deduct this from the total lesson time. If you turn up outside these times, your instructor may in his/her reasonable discretion choose not to proceed with the lesson and in such circumstances you will be liable for the cost of the lesson.

8.5 While every endeavour is made to commence the lesson at the scheduled time and with the scheduled instructor, no responsibility can be taken for circumstances beyond our control which may delay the start time or result in a change of instructor. If there are circumstances beyond our control which have delayed the start time of your lesson, we will offer you the full lesson time or, if that is not possible, we will offer you a lesson at another time.

8.6 You must comply with the instructions or directions of your instructor at all times, before or during a lesson.

8.7 We reserve the right to terminate a lesson if:

- a.** you engage in any behaviour that your instructor determines is reckless; or
- b.** you fail to comply with the instructions or directions of your instructor before or during a lesson; or
- c.** you fail to comply with any special conditions on your license, i.e. wearing of glasses/contacts; or
- d.** your instructor has assessed your driving skills and competence and deems you to be unfit or unsafe to drive (see section 11 "Fitness to drive" below).

In the event that a lesson is terminated under the circumstances listed above you will be required to pay the full cost of the terminated lesson.

8.8 If and when you are deemed competent by your instructor, your instructor, may arrange for you to sit your Final drive provided full payment for your driving test is received prior to the driving test being booked.

8.9 Your instructor will only arrange for you to sit your ACT Final Drive if they deem you competent.

8.9 You will only be presented to sit your ACT government licence test once you have booked the correct Licence Test lesson type and provided your test time and registry location.

9. Vehicles

9.1 Use Of Own Vehicle: If you are driving in your own vehicle, you must complete the first lesson with a Pinnacle Driving School Instructor and your instructor must first assess that your vehicle is roadworthy (only a basic external inspection will be carried out). It is your obligation to ensure that your vehicle complies with the following requirements:

- a.** the registration of your vehicle is valid and current. You acknowledge that it is illegal to drive an unregistered vehicle and warrant that your vehicle is registered.
- b.** you hold current compulsory third party insurance and comprehensive insurance cover for your vehicle.
- c.** you have notified your insurance company in writing (prior to your first driving lesson in your vehicle) that your vehicle will be used by an instructor to provide driving lessons.
- d.** the tyres are correctly inflated (air pressures must reflect the manufacturer's recommendation as a minimum),



have appropriate levels of tread and are not damaged.

e. all indicators and brake lights are working.

f. seats and seat belts are in good working order and are not damaged or twisted.

g. any loose items in the cabin of the vehicle are stowed in the cargo (boot) area.

h. the windows and interior are clean.

i. the windscreen is not cracked and shows no signs of damage.

j. the vehicle has sufficient petrol to last the course of the lesson (minimum requirement - a quarter of a tank).

9.2. Instructor Supplied Vehicle: Driving lessons are provided in manual or automatic transmission vehicles.

9.3. Instructor supplied vehicles may contain global positioning and monitoring systems with the capacity to identify the location of the vehicle and the manner in which it is operated.

10. Fitness to drive

10.1 In the interests of safety, your instructor may assess your driving skills and competence at any time throughout the course of the Competency Log Book.

10.2 If necessary, your instructor may refer you to another instructor or to ACT Road users Auditors for further assessment of your driving skills.

10.3 If at any time you are assessed as unfit or unsafe to drive during a lesson, your instructor may terminate the lesson immediately and may assume control of the vehicle.

10.4 Because the safety of Instructors and participants is paramount, Instructors will not enter into any discussions with you regarding an unfit or unsafe driving assessment. If you wish to lodge a complaint about the way in which an assessment was made, please contact the Pinnacle Driving School Office on 02 62428687.

11. Limitation of Liability, insurance

11.1 Certain State and Commonwealth legislation, including the Consumer and Competition Act 2010 (Cth), imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions. Otherwise we exclude all conditions and warranties which may be implied by law.

11.2 To the extent permitted by law, our liability for breach of any implied warranty or condition which cannot be excluded, is restricted, our option, to:

a. the re-supply of the lessons; or

b. the payment of the cost of having the lessons re-supplied.

11.3 Except for any liability which cannot be excluded by law or that is caused by our negligence, we, our related bodies corporate and our and their officers, employees, franchisees, contractors and agents shall not be liable for any loss, damage or liability whatsoever which is suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained as a result of:

a. you participating in a lesson as part of the driving lesson; or

b. your failure or refusal to follow an instruction or direction of your instructor before or during a lesson; or

c. you being assessed by your instructor as an unfit or unsafe driver; or

d. your instructor terminating a lesson in any of the circumstances set out in clause 9.8 or 11.3; or

e. you continuing to drive after you have been assessed as unfit or unsafe to drive by your instructor; or

f. your vehicle being assessed by your instructor as being unsafe to drive and/or un-roadworthy.

11.4 You indemnify and agree to keep us and our related bodies corporate and our and their officers, employees, contractors, franchisees and agents indemnified against any loss, damage, liability, costs and expenses in connection with your breach of these terms and conditions or any other legal obligation by you.

11.5 Neither we nor our driving instructors accept any liability whatsoever for personal property that is left in any instructor supplied vehicle, your vehicle or on our premises.

11.6 If driving lessons take place in your own vehicle, you warrant that you are covered by compulsory third party insurance and that your vehicle is covered by comprehensive insurance.

11.7 We do not accept any responsibility whatsoever for the outcome of any driving test or assessments you take.

12. Privacy

12.1 Pinnacle Driving School collects your personal information in order to provide lessons to you and to assess your driving skills and to assist in internal administration and operations including accounting, risk management, record keeping, archiving, systems development and testing, and staff training. Pinnacle Driving School may use and disclose your personal information to related bodies

