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IN-STeP Driving School Terms and Conditions

(Effective 1 January 2025 and subject to change)

INTRODUCTION

These terms and conditions apply to the agreement between the Customer (“you”), the Driver Trainer and IN-STeP: Industry-School Training Partnership Association Inc. (IN-STeP) of 25 Rendle Street Aitkenvale, Queensland.

When booking a Driving Lesson with us, you are bound by the Terms and Conditions.

IN-STeP operates the IN-STeP Driving School and employs the Driver Trainers who are independently licensed as a trainer through Queensland Department of Transport and Main Roads (DTMR).

This document incorporates the following specific terms and conditions;

- General Terms and Conditions
- IN-STeP Driving School Program – Term and Conditions
- Learner’s Code of Conduct
- IN-STeP Driving School Gift Voucher - Terms and Conditions
- IN-STeP Driving School Facebook Page and Competitions

MEANINGS OF WORDS

In this agreement:

‘Adding Credit’ or **‘Deposit’** means the process of making a deposit of funds into your Wallet using one of the Payment Methods, which will be available for payment of lesson booking charges after Payment Clearance.

‘Booking Fee’ means the amount notified on our website from time to time as a percentage of the Lesson Cost for each Lesson booking made online and may vary from time to time.

‘Customer’ means the person entering into this agreement. The Customer must be over the age of 18 and may be the same person as the Learner.

‘Credit’ means credit balance in your Wallet taking into account all Deposits into the account and less any Payments for Lesson Cost, Booking Fees, or other valid charges.

‘Trainer’ means a driving trainer you book to provide a Learner with a Lesson.

‘Learner’ means the person undertaking a Lesson through IN-STeP Driving School as notified by you at the time of the booking.

‘Lesson’ means a motor vehicle driving lesson provided by the Trainer through IN-STeP Driving School.

‘Lesson Cost’ means the Price net of any applicable discounts.

‘Lesson Management System Site’ means the internet-based software application provided by the Booking Agent for you and other registered users to book and manage lessons and payments.

‘Lesson Management System Content’ means all text, graphics, video, data, or other content on the Lesson Management System Site.

‘Payment Methods’ means Electronic Funds Transfer (EFT), Credit Card payment (either VISA or MasterCard), Electronic Funds Transfer Point of Sale (EFTPOS), Direct Deposit to our nominated bank account as advised online or payment directly to a trainer with prior arrangement with our booking office.

‘Payment Clearance’ means the time between you making a payment using a Payment Method other than Credit Card and the Deposit appearing in the banking records of the Booking Agent.

‘Price’ means the price charged to the Customer for the Lesson set out in this document as varied from time to time and advised to you prior to payment.

‘Return’ is the repayment to you of any credit balance in your Wallet after all valid payments and charges for Lessons, Cancellations and No Shows and other fees and charges payable to us and the Trainer.

‘User’ means the Customer.

‘Vehicle’ means the motor vehicle used to conduct the Lesson.

‘Wallet’ means the account established with the Booking Agent.

‘We,’ ‘our’ and **‘us’** means the Trainer or IN-STeP Driving School as the case may be.

‘You’ means the Customer.

‘Your Vehicle’ includes any Vehicle not provided by us regardless of who owns the Vehicle.

GENERAL TERMS AND CONDITIONS

1. Conditions of use

1.1 This document contains the terms and conditions which apply to your use of the IN-STeP Driving School website. In addition to the General Conditions set out in this document, there are also specific and additional terms and conditions, which form part of the General Conditions and govern your use of IN-STeP Driving School website. Since you are also bound to these specific terms and conditions, you should review them before using our web site.

1.2 Your use of this website is governed by these terms and conditions and any additional terms and conditions posted on the website from time to time.

1.3 By participating and continuing to use this website you indicate your consent and agreement to these terms of use.

1.4 By using the IN-STeP Driving School website, you affirm that you are 18 years or over or otherwise possess legal parental or guardian consent.

1.5 By registering with us, you consent to receive further communications (including electronic communications) from IN-STeP, including IN-STeP Driving School, and your information will be treated in accordance with our Privacy Policy.

2. Copyright and Trademarks

2.1 What you can do: All the material on this website is subject to the copyright of IN-STeP Driving School or its third-party licensors. You must not reproduce any of the material contained on this website except that you may:

- a. Download a copy of this website to the local hard drive of the computer used to access the site; and
- b. Print extracts (hard copies) of this website, but only for your personal use.

2.2 What you cannot do:

- a. Copy any of the material on this website or otherwise incorporate into or store in any other website, electronic retrieval system, publication, or other work in any form; or
- b. Provide a link to this website from another website without IN-STeP Driving School's prior written consent.

2.3 The IN-STeP logo along with any other logo that may belong to third parties should not be construed as granting any licence or right of use of any logo or trademark displayed on the website, without the express written permission of the relevant owner.

3. Conduct

3.1 You must not use this website for any purpose that is unlawful or prohibited by these Terms. You agree to abide by all applicable laws and regulations and codes of conduct.

3.2 In particular, you agree not to:

- a. Use this website to disparage, defame, abuse, harass, stalk, threaten or otherwise offend others;
- b. Publish, distribute, email, transmit or disseminate any material which is unlawful, obscene, defamatory, indecent, offensive, or inappropriate;
- c. Engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited emailing or spamming via the website;
- d. Impersonate any person or entity; or
- e. Upload, post, email, transmit or otherwise make available using the website any material that you do not have a right to make available under any law or contractual obligation or which contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware.

3.3 IN-STeP Driving School retains the right at all times to monitor, retain or disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.

4. Disclaimers

4.1 The information contained on this website is for general information purposes only. You must not rely on any statement contained in this website without taking specialist advice. While we endeavour to ensure the accuracy and completeness of the information contained on this website, we make no warranties and accept no responsibility for any loss or damage you may suffer as a result of your reliance on any part of it.

4.2 In particular, we make no representations or warranties and exclude all liability:

- a. In relation to any of the material of this website (including any as to the quality, accuracy, completeness, or fitness for any particular purpose of such material);
- b. In relation to any material of any other website referred to or accessed by a hyperlink through this website ('Third Party Website'). We do not endorse or approve the material of any Third-Party Website, nor will we have any liability in connection with any of Third-Party Website howsoever arising; or
- c. That this website or any of its material is virus free. You should take your own precautions in this respect, and we accept no responsibility for any harmful code that may be introduced into your system by using this website.

5. Access

Although we will do our best to provide constant, uninterrupted access to this website, we cannot and do not guarantee this. We accept no responsibility or liability for any interruption or delay.

6. Privacy Policy

Use of any personal data that you provide to us is governed by our Privacy Policy Statement. Information on how IN-STeP Driving School and its related bodies corporate handle your personal information is explained in our Privacy Policy Statement.

You can obtain a copy of our Privacy Policy from our website or customer booking portal. It contains information on how to access your personal information. You should contact relevant Third Parties for any copies of their privacy policy/ies and for information on how they manage your personal information.

7. Advertising

Individual advertisers are solely responsible for the content of any advertising material which is submitted to us and published on the website, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of any advertising material published on this website.

8. Liability and Indemnity

8.1 You will indemnify us if we suffer any loss or damage or incur any costs in connection with your breach of these Terms or any other legal obligation by you or your use of or conduct on the website.

8.2 IN-STeP Driving School does not exclude any rights and remedies available to you in terms of the Trade Practices Act (Cth) or any similar State or Territory legislation in relation to the provision by us of any goods or services via the website which cannot be excluded, restricted or modified. Otherwise, we exclude all conditions and warranties which may be implied by law.

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

- a. In the case of services supplied or offered by us:
 - i. The re-supply of those services; or
 - ii. The payment of the cost of having those services re-supplied; and
- b. In the case of goods supplied or offered by us:
 - i. The replacement of the goods or the supply of equivalent goods; or
 - ii. The repair of the goods;
 - iii. The payment of the cost of having the goods replaced; or
 - iv. The payment of the cost of having the goods repaired.

9. General

9.1 Variations: These Terms may be varied from time to time. Please ensure that you review these Terms regularly as you will be deemed to have accepted a variation if you continue to use the site after it has been posted.

9.2 Applicable law: These Terms will be governed by and construed in accordance with the laws of the state of Queensland, Australia.

9.3 Contact Details: Please contact our webmaster should you have any technical issues regarding this website.

9.4 All contents of the IN-STeP Driving School website are copyright © 2025 IN-STeP Driving School and / or our licensors. All rights reserved.

9.5 IN-STeP Driving School's General Conditions govern the purchase of goods and services and the use of IN-STeP Driving School's website.

10. Links to Web Sites of Third Parties

10.1 The IN-STeP Driving School website may contain hyperlinks to websites operated by third parties ("Third Parties"). These linked web sites do not form part of IN-STeP Driving School's website, are not under the control of the IN-STeP Driving School and IN-STeP Driving School is not responsible or liable for any content on any linked website or any hyperlink contained in a linked website.

11. Governing Law

These terms and conditions are governed by the laws of Queensland, Australia. We and you irrevocably submit to the exclusive jurisdiction of the courts of Queensland.

IN-STeP DRIVING SCHOOL PROGRAM – TERM AND CONDITIONS

1. GENERAL CONDITIONS

1.1 Driving lessons are provided by IN-STeP: Industry-School Training Partnership Association Inc. (IN-STeP) of 25 Rendle Street Aitkenvale, Queensland, ('IN-STeP Driving School'). Where IN-STeP Driving School is the provider, these terms govern the agreement between the participant ("you") and IN-STeP Driving School. IN-STeP is referred to as "we", "our" and "us" in these terms and conditions. By booking a driving lesson or lessons as part of IN-STeP Driving School Program ("Program"), you accept these terms and conditions ("Terms").

1.2 In return for the payment of the Lesson Cost, we provide you with a Lesson by the Trainer notified at the time of booking unless otherwise notified by us.

1.3 These Terms may be varied from time to time and will be updated on the website at www.in-step.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.

1.4 By registering with IN-STeP Driving School, you consent to receive further communications (including electronic communications) from the IN-STeP Driving School. Your information will be treated in accordance with the IN-STeP Privacy Policy. This can be found at www.in-step.com.au.

2. Lesson Bookings

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

- a. IN-STeP office on 1800 02 18 28
- b. On-line at www.in-step.com.au
- c. At IN-STeP office, 25 Rendle Street Aitkenvale
- d. IN-STeP Driving School Driver Trainer or representative.

2.3 Standard lesson bookings can be made up to 10 hours prior to lesson time pending trainer availability. If you make a lesson booking and you do not pay for the lesson at the time of booking, it must be made before actual lesson commences unless otherwise stated for special promotions or other circumstances.

2.4 Prior to participating in an initial lesson you must provide all the required information to form the student's profile through your preferred booking engine.

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

- 2.6 The lessons available from us are as follows:
- A.** Hour Lesson \$90.00 (weekdays) \$99.00 (Saturday) and \$195 (2 hours on Saturday or Sunday).
 - B.** Multiple Hour Lessons 2 or more hours at the suitable hourly rate per hour.
 - C.** Lesson and Q-Safe Practical Test including car hire 2 hours \$180.00. The duration of the Lesson (including both on-road and off-road time) includes briefing and debriefing time. Lessons commence at a pick-up point determined at the time of booking unless otherwise agreed with the trainer.
 - D.** Q-Safe Practical Test booking fee \$70.00
The booking fee collected covers the Department's fee and associated costs for us booking an assessment.

3. Payment Conditions

3.1 All bookings must be paid for in full and receipted by IN-STeP Driving School Driver prior to the lesson time. If you make a booking within 48 hours of the lesson time, you must make full payment at the time of booking unless otherwise stated for special promotions or other circumstances.

3.2 We accept most major credit cards, Electronic Fund Transfers, Cash & EFTPOS payments. Payment acceptance varies by booking channel.

3.3 Where your trainer has provisionally booked a lesson on your behalf within 48 hours of the lesson time, you must pay for the lesson in full before the lesson commences. If the lesson is within 24 hours of the booking, the lesson must be paid in full via credit card only at the time of booking.

3.4 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.

3.5 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, credit card details) is correct.

4. Online Wallet

4.1 **Depositing:** We provide the facility to make the purchase of items through your online "Wallet". Your online wallet is a virtual amount of money retained by us that will allow you to purchase our products at any time through the nominated channels listed in clause 2.1.

You cannot book a Lesson unless your Wallet has Credit not less than the Lesson Cost. You may deposit up to a maximum of \$1000.00 into your online wallet at any one time. These funds will not attract interest. We provide the facility to add money to your wallet via two of our nominated booking channels (Website and Office). We accept most major credit cards, Cash & EFTPOS payments. Payment acceptance varies by booking channel. Once you have made a deposit into your online wallet you will be issued with a receipt number which will only be sent to you upon request. This may be viewed at all times on-line.

4.2 **Drawing:** Your online wallet may only be used by you, or authorised person acting on your behalf, who can answer the 3-point privacy check performed by the INSTeP Driving School office staff. These funds may only be used as a form of payment for our products and services and is restricted to you, or an authorised person acting on your behalf.

4.3 **Tax Invoice:** Only once you have made a purchase from your Wallet will you be issued with an invoice number. A tax invoice can be provided if requested.

4.4 **Refunds:** Funds deposited by you into your online wallet will be refunded at your request through direct deposit into your nominated bank account or Credit Card used for payment, less any funds that are non-refundable within the meaning of clause 4.5

4.5 **Non-refundable:** Non-refundable products and services may include bookings cancelled or rescheduled (with insufficient notice as described in clause 5), special packages or gift vouchers.

5. Fees and cancellations/rescheduled bookings

5.1 You must give more than 12 hours' notice to cancel a lesson booking or a cancellation fee will be charged. If lessons are cancelled by providing more than 12 hours' notice full payment is credited to the student's virtual wallet and may be redeemed against another lesson.

5.2 You must give more than 12 hours' notice to reschedule a lesson booking. If lessons are rescheduled by providing more than 12 hours' notice full payment is transferred and redeemed against the rescheduled lesson. If a booking is rescheduled by providing less than 12 hours' notice a cancellation fee will be charged.

5.3 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.

5.4 Cancellations outside of call centre operating hours will only be accepted on-line through your customer profile at www.in-step.com.au. If you cancel the Lesson with less than 24 hours, the Lesson will be credited/charged as follows:

Period of notice prior to the scheduled lesson Amount Credited

- a. 12 hours or less, late cancellation fee of \$45 charged.
- b. More than 12 hours you may reschedule your lesson at no cost.
- c. More than 24 hours you may request a refund of any money paid for the Lesson or apply any Credit for the Lesson in full towards another lesson.

5.5 **LATENESS AND NON-ATTENDANCE (NO SHOWS)**

If you arrive late for a Lesson, the Trainer will only be able to offer you the remaining Lesson time if they have a commitment to another Lesson immediately after, and you will be charged for the full Lesson Cost for the Lesson. If you are more than 10 minutes late for a Lesson without notifying us, we reserve the right (at the trainer's reasonable discretion) to cancel the Lesson and charge the full lesson cost.

If you do not attend a Lesson (No Show) we reserve the right to cancel the Lesson (at the trainer's reasonable discretion) and charge the full lesson cost for the lesson.

6. Promotions, Discounts & Free tuition

6.1 Any discounts or free lessons are not transferable or redeemable for cash.

6.2 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.

7. Gift Vouchers

7.1 Are non-refundable, not redeemable for cash and must be used within 24 months of date purchased or the voucher will expire. They are not transferrable and cannot be resold. Cancellation and promotional conditions apply.

8. Lessons

8.1 On-road lessons commence and end at the pre-determined pick-up point, determined at the time of booking the lesson. The duration of a standard on-road lesson is one hour, including lesson briefing and de-briefing.

9. Provision of Lessons

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

9.2 The duration of the first standard lesson will be 60 minutes, which includes briefing and/or debriefing time.

9.3 Our preference is not to wear high heels, thongs, or other footwear which in the opinion of the trainer may cause safety concerns with the foot controls. A flat, enclosed, and secure shoe is recommended.

9.4 Mobile phones must be switched off prior to entering the training vehicle.

9.5 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 trainer will wait 10 minutes and may at the trainer's reasonable discretion deduct this from the total lesson time. If you turn up outside these times, your trainer 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.

9.6 While every endeavour is made to commence the lesson at the scheduled time and with the scheduled trainer, no responsibility can be taken for circumstances beyond our control which may delay the start time or result in a change of trainer. 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.

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

9.8 We reserve the right to terminate a lesson if:

- a. you engage in any behaviour that your trainer determines is reckless; or
- b. you fail to comply with the instructions or directions of your trainer 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 trainer has assessed your driving skills and competence and deems you to be unfit or unsafe to drive (see section 11 "Fitness to drive" below)
- e. You do not comply with the Learner's Code of Conduct at the commencement of or at any time during the lesson

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.

9.9 At all times, the driver of the vehicle, is responsible for the control of the vehicle and ensuring all licence conditions and road rules are at all times. Failure to comply may result in the driver being fined or charged under the relevant legislation. Under the Queensland Licencing legislation;

Learner licences

If you accumulate four or more demerit points in a one-year period while you hold your learner licence, you will be sent an Accumulation of Demerit Points – Notice to Choose. You will have the choice between:

- *a three-month licence suspension*
- *a good driving behaviour period for one year.*

If your licence is suspended or you are disqualified from holding or obtaining a licence during the provisional licence period, this time will not contribute to the minimum period you must hold your learner licence.

9.10 If and when you are deemed competent by your trainer, your trainer, may recommend for you to sit a Q-safe practical driving Assessment if you are a Queensland Resident.

9.11 Your trainer will only present you to the Q-safe practical driving Assessment if they deem you competent.

9.12 You will only be presented to the Q-safe practical driving Assessment for your licence test once you have booked the correct Licence Test lesson type and provided your test time and registry location.

9.13 WHEN WE WILL TERMINATE A LESSON. It is not safe to conduct the Lesson at the scheduled commencement of the Lesson for no fault on your part. You will be provided with an opportunity to reschedule without further charge. It is not safe to continue to conduct the Lesson at any time after the commencement of the lesson for no fault on your part You will be provided with a pro rata Credit for the early termination of the lesson.

10. Vehicles

10.1 A Lesson can be provided by the Trainer in your Vehicle if so, requested at time of booking. The Trainer must not provide a Lesson in your vehicle unless they are satisfied that your vehicle is registered, insured, safe and fit for purpose of providing the Lesson and displays all signs required by law relating to learner drivers. If your vehicle does not meet any of our requirements at the commencement of a lesson, and an alternative suitable vehicle is not readily available then the lesson will be cancelled and the lesson cost for the lesson will not be refunded.

Use Of Own Vehicle: vehicle must comply 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. 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.
- d. all indicators and brake lights are working.
- e. seats and seat belts are in good working order and are not damaged or twisted.
- f. any loose items in the cabin of the vehicle are stowed in the cargo (boot) area.
- g. the windows and interior are clean.
- h. the windscreen is not cracked and shows no signs of damage.
- i. the vehicle has sufficient fuel to last the course of the lesson.

10.2. Trainer Supplied Vehicle: On-road driving lessons are provided in manual or automatic transmission vehicles.

10.3. Trainer supplied vehicles contain Dashcam Video and Audio, with front facing and cabin footage, along with global positioning and monitoring systems with the capacity to identify the location of the vehicle and the manner in which it is operated.

11. Fitness to drive

11.1 In the interests of safety, your Trainer may assess your driving skills and competence at any time throughout the course of the lesson.

11.2 If necessary, your trainer may refer you to another trainer or to a supervisor for further assessment of your driving skills.

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

11.4 Because the safety of Trainers and Students is paramount, Trainers 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 IN-STeP Driving School Office on 1800 02 18 28.

ACKNOWLEDGEMENTS

You acknowledge that:

- The trainer has sole discretion as to whether a Lesson will commence or continue;
- The participation in a lesson does not guarantee that you will acquire the necessary skills to pass any driving test;
- Driving a motor vehicle is an inherently risky activity and there is the risk of significant personal injury or damage to property;
- We do not accept any liability whatsoever for personal property that is left in a vehicle or on our premises; and

- If you are not the Learner, you have made the learner aware of these acknowledgements.

12. Limitation of Liability, insurance

12.1 Certain State and Commonwealth legislation, including the Trade Practices Act 1974 (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.

12.2 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.

12.3 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 are participating in a lesson as part of a program; or
- b. your failure or refusal to follow an instruction or direction of your trainer before or during a lesson; or
- c. you are being assessed by your trainer as an unfit or unsafe driver; or
- d. your trainer 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 trainer; or
- f. your vehicle being assessed by your trainer as being unsafe to drive and/or un-roadworthy.

12.4 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.

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

12.6 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.

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

12.8 NO WARRANTIES. We give no warranty or guarantee that you will:

- Pass a practical driving assessment with a Qld Department of Transport and Main Roads Examiner; or
- Pass any other equivalent state or Territory based test; or
- Gain or develop the required skills to pass any driving test.

13. Use of Website

13.1 Much of the Lesson Management System Content is updated on a real time basis and is proprietary or licensed to the Booking Agent or third parties. By using the Lesson Management System Site, you agree not to:

- use any robot, spider, scraper or other automatic device, process or means to access the Lesson Management System Site for any purpose without the Booking Agent's prior written permission;
- take any action that imposes or may impose (in the Booking Agent's sole discretion) an unreasonable or disproportionately large load on the Lesson Management System Site;
- implement any manual processes to monitor or copy the Lesson Management System Content without the Booking Agent's prior written permission;
- utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the Lesson Management System Site; and
- you must have JavaScript enabled to use this site. Portions of the Lesson Management System Site, including but not limited to making, modifying, or cancelling bookings, may not be accessible with JavaScript disabled; and
- you must have Cookies enabled to use this site. Portions of the Lesson Management System Site, including but not limited to making, modifying, or cancelling bookings, may not be accessible with Cookies disabled.

13.2 The Lesson Management System Site may be modified or terminated without notice at any time. We may use commercially reasonable efforts to send notice to our registered users if such termination is to occur.

14. User Name and Password Security

- You are solely responsible for maintaining the confidentiality of your Username and Password.
- You are solely responsible for any and all activities that occur under your Username and Password.
- You agree to notify the Booking Agent immediately of any unauthorised use of your Username and Password or any other breach of security.

- You are liable for all acts or omissions that occur under your Username and Password.
- If, in the Booking Agent's reasonable opinion, you breach any of the terms or conditions governing your use of the Lesson management System Site, the Booking Agent may suspend your access to the Lesson Management System Site and if (in the Booking Agent's reasonable opinion) necessary, initiate criminal or civil proceedings against you.

15. Intellectual Property and Grant of Rights to User

15.1 The information, software or services provided by the Lesson Management System Site ("Services") and the Lesson Management System Content are protected by copyright, trademark, patent, and other intellectual property laws. The Lesson Management System Content is provided to you by the Booking Agent for the sole purpose of booking, paying, and managing your Lessons. You shall not copy, display, modify, create derivative works of, publish, or sell the Lesson Management System Content or the Services provided hereunder.

15.2 The Lesson Management System Content may be modified from time to time in the Booking Agent's sole discretion. Except as expressly set forth herein, no licence is granted to you for any other purpose, and any other use of the Services or the Lesson Management System Content by you shall constitute a material breach of this agreement. Nothing in this agreement shall affect any rights of the Booking Agent in the Services or the Lesson Management System Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets or other intellectual property rights. No licence, right or interest in any trademarks of the Lesson Management System Site or any third party is granted under this agreement.

16. Privacy

16.1 IN-STeP 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. IN-STeP Driving School may use and disclose your personal information to related bodies for these purposes. By booking a lesson you consent to receive further communications (including electronic communications) from the IN-STeP Driving School in accordance with the IN-STeP privacy policy at www.in-step.com.au. For more information on how IN-STeP Driving School deals with your personal information view the IN-STeP privacy policy.

17. Currency

All prices and charges are in Australian Dollars (AUD) including GST as applicable.

18. Applicable law

This agreement is governed by the laws of Queensland.

LEARNER'S CODE OF CONDUCT

The Learner must before, during and after the lesson:

- Arrive at the agreed place for the lesson to commence in sufficient time for the lesson to begin on time or make reasonable efforts to inform the Trainer otherwise;
- Be capable of controlling the vehicle in a safe manner;
- Hold a current state or territory learner driving permit or equivalent overseas licence and carry it with them at all times;
- Ensure that the vehicle is registered, covered by compulsory third party insurance, and is roadworthy and clean (if the vehicle is provided by the learner);
- 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;
- Keep mobile phones switched off and not attempt to use a mobile phone;
- Comply with the instructions or directions of the trainer;
- Comply with all road rules and special requirements of the learners permit to drive;
- Behave appropriately and not harass, abuse, or threaten the trainer;
- Without the consent of the trainer, not allow any person other than the trainer to be in the vehicle;
- Be in a fit physical and mental state to drive a vehicle and in particular not be under the influence of alcohol or drugs (whether prescription, legal or illegal) or be tired or otherwise unable to concentrate or control the vehicle;

The trainer must before, during and after the lesson:

- Arrive at the agreed place for the lesson to commence in sufficient time for the lesson to begin on time or make reasonable efforts to inform the learner otherwise;
- Be courteous to the learner and other road users;
- Not harass, abuse, or threaten the learner;
- Endeavour to give the learner clear instructions and directions;
- Ensure that the vehicle is roadworthy and clean (if the vehicle is provided by the trainer);
- Determine whether it is safe to conduct the Lesson having regard to the road, traffic, and weather conditions and to the Learners driving skills; and
- To comply with the Department of Transport and Main Roads Code of conduct for Driver Trainers.

IN-STeP DRIVING SCHOOL GIFT VOUCHER - TERMS AND CONDITIONS

1. Gift vouchers can be purchased for values of lesson blocks, \$90, \$180, \$270 etc. only. Any unused balance will not be refunded or credited on expiry.
2. Redeemable at locations where IN-STeP Driving School operates.
3. Lesson prices may vary from time to time, and this will affect voucher prices.
4. Gift voucher must be used within 24 months of the purchase date shown on the gift voucher.
5. Any other discounts do not apply to gift vouchers and are not transferable for cash.
6. All session bookings are subject to availability and cancellations can only be made more than 12 hours prior to your lesson. If a lesson is missed or cancelled within 12 hours of your booking, the cost will automatically be deducted from your remaining credit.
7. Your gift voucher must be presented to your trainer prior to your lesson commencing.

Please note:

Redemption: Customers must receive their IN-STeP Driving School Gift Voucher in order to book lessons. For delivery times, please check with the IN-STeP Driving School staff by contacting the office on 1800 02 18 28. IN-STeP Driving School Gift Vouchers contain a unique 4-digit code which must be quoted at the time of booking a lesson.

IN-STeP DRIVING SCHOOL FACEBOOK PAGE AND COMPETITIONS

General

1. By participating in or on the IN-STeP Driving School Facebook page and/or associated competitions and promotions, you will be deemed to have: (a) accepted these terms and conditions; and (b) expressly consented to our use of your personal information under the Privacy Act, Spam Act and other related communication and privacy legislation for marketing and other IN-STeP business purposes.
2. The Promotions and competitions details will be advertised on our Facebook page at the time of each competition or promotion.
3. Entry is open to QLD residents only who are 16 years and over.
4. To enter any Competition or Promotion simply follow the directions of each competition or promotion. All entries will be required to undertake the following:
 - a) “Like” the IN-STeP Driving School Facebook page at facebook.com/INSTEPDS, which will also be promoted as in-step.com.au/facebooks on some advertising; and
 - b) Complete the competition entry form and include your name, email, telephone number and any other information so requested.
5. All competitions and promotions are a game of chance and skill plays no part. The Promoter’s decision is final, and no correspondence will be entered into with entrants.
6. All entries, once submitted, become the property of the Promoter.

Eligibility

7. Employees and contractors of the Promoter and its Related Bodies Corporate (as this term is defined in the Corporations Act) and such employees and contractors’ immediate family members are not eligible to enter.
8. To protect the integrity of the competition, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Promotion) the validity of all entries (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits invalid, incomplete, indecipherable, or illegible entries or tampers with the entry process or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

Personal Information and Privacy

9. The details contained in your entry are protected by security safeguards as detailed in the Promoter’s Privacy Policy, which is available at www.in-step.com.au. Personal information will only be used in accordance with the Promoter’s Privacy Policy. The Promoter will also endeavour to provide you with an option to opt out of receipt of such communications. You should direct any request to access, update, or correct information to the Promoter.

10. The Promoter may, for an indefinite period, unless otherwise advised, use your personal information (such as name, age, membership number and image, mobile phone number, email address) and any other information provided to the Promoter pursuant to this Promotion without remuneration or compensation to you for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you and promoting IN-STeP, its business and related companies.

Limitation of Liability

11. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

12. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Facebook

13. To the extent permitted by law, Facebook will not be liable for any loss, personal injury, or damage whatsoever (including direct or consequential loss), whether as a result of participation in this Promotion, the Promoter's negligence or otherwise.

14. The Promoter acknowledges that the Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook.