

Blue Sky Driving School.

TERMS AND CONDITIONS

1. **Learner drivers must be of legal age to drive, produce a valid Learners Permit and only be able to drive in accordance to the conditions (e.g. glasses or contact lenses) that are stated on the permit.**
2. If an exemption is granted, conditions will be applied. This information must be carried at all times while driving.
3. **Learner drivers must carry their learner permit card or receipt (valid for two months from date of issue) at all times while driving.**
4. Learner drivers must have a Zero Blood Alcohol Concentration (BAC) at all times to drive.
5. **Learner drivers must not use a mobile phone, including hands free, hand held and any messaging device while driving.**
6. Learner drivers must notify the instructor if there is any change in ability or legal requirements to have driving tuition.
7. **Each lesson will commence when the pupil enters the car provided that the pupil enters the car at the arranged/pre-booked time.**
8. **If the learner driver is not present at the arranged meeting point the instructor will wait for 15 minutes, during which time the instructor will attempt to contact the pupil. After this period, and if no contact has been made, the instructor will leave and the learner driver or the L2P Program will be charged for the lesson. Should the learner driver be a NO SHOW OR LATE CANCELLATION THEY WILL NOT BE GIVEN A REPLACEMENT LESSON IN LIEU AND CANCELLATION FEE WILL APPLY..**
9. **Where the instructor may arrive slightly late for a lesson due to circumstances beyond his/her control, the instructor will make every effort to extend the finish time of the lesson by the same amount of time, or add the time on to the following lesson. If the instructor expects to be delayed by more than 15 minutes, he/she will endeavor to contact the pupil to inform of the delay.**
10. **If the learner driver wishes to cancel or rearrange a lesson, 24-hour notice required. otherwise the Learner will be charged for the Lesson they booked. NO SHOWS OR LATE CANCELLATION WILL BE CHARGED FOR THE LESSON THAT THEY HAD BOOKED.**
11. **When pre-payments have not been made, then payments for lessons are due at the beginning of each lesson. Payments can be made by cash, or by direct deposit by prior arrangement.**
12. **Any pre payments that has been paid to Blue Sky Driving School will not be refunded. if less than 24-hour notice has been given.**
13. **A licence drive skill test booked through the Driving School gets picked up/dropped off, a 1-hour lesson before licence test and use of the car for licence test.**
14. The learner driver is legally responsible for any penalty notices incurred while they are driving the training vehicle.
15. **The instructor will make every effort to substitute another instructor if the regular instructor is unable to attend a driving test appointment.**

16. The instructor has no responsibility, and no refunds will apply, if a driving test is cancelled by VicRoads for any reason, fails the eyesight test, fails to produce valid learners permit, fails to produce a valid hazard perception test or the log book has been incorrectly filled out by other supervising drivers that are listed in the log book and if any other information or documentation that is required by VicRoads to conduct the drive test cannot be produced. If the test is cancelled the learner will be required to pay a cancellation fee to the instructor.

- 17. The instructor will be responsible and will reimburse the pupil's costs if the log book has been incorrectly filled out by their driving instructor but not by another driving instructor/supervising driver/parent if the licence test is cancelled.**

17. The learner driver agrees that following an unsuccessful driving test the instructor may refuse the use of the training car for a further test unless the pupil has taken action to address all the safety issues that were highlighted from the VicRoads test or from previous lessons.

18. All prepaid lesson prices will be honored for a period of one year. Any unused lessons after this period have elapsed. should there have been a price increase made during this period the difference will be required retrospectively.

19. Pre-payments of lessons and deposits for training courses are non-refundable unless 48 hour's notice of cancellation has been received and accepted.

20. **The learner driver agrees that Blue Sky Driving School and/or the instructor have no liability to the pupil for any loss, injury or damage. Statutory rights are not affected.**

21. Such waiver shall not oblige Tarwin Lower and District Driving School to repeat the waiver on any subsequent occasion.

22. **Complaints by students (or their representative) should be made in the first instance to the driver instructor or driving school. If the matter is not resolved or there has been a breach in the industry's Code of Practice, a written complaint should be sent to the Australian Driver Trainers Association (Victoria) for an internal review and possible disciplinary action. Serious matters will be referred to the Taxi Services Commission (Driving Instructor Division) and potentially Victoria Police.**

23. Should the learner driver be involved in an accident and found to be at fault they are responsible or the L2P Program to pay the excess to the driving instructor to have the car repaired.

24. No lessons will be held on any Sunday or Public Holiday.

25. Office hours are Monday to Friday. 9.00am to 5.00pm

26. All learners are required to reply to reminder messages which are sent 24 hours before their lesson