

Terms of Service

By using this website ("Service") you are agreeing to be bound by the following terms and conditions ("Terms of Service") with Sean Conway trading as Headway Driver Training ("Headway Driver Training") - ABN 11 746 755 096.

Headway Driver Training may update these Terms from time to time. Updated Terms will apply to bookings made after the updated Terms take effect. Changes will not retrospectively alter the material terms applying to an existing prepaid purchase or confirmed booking except where required by law or agreed with the client.

Child Safety and Wellbeing

Headway Driver Training is committed to providing a safe and supportive environment for all young people engaging with our services. We recognise our responsibility in protecting children and young people from harm, and we have implemented a comprehensive Child Safety and wellbeing strategy in accordance with the Child Safe Organisations Act 2024 (Qld).

Headway is committed to compliance with:

- Child Safe Organisations Act 2024 (Qld);
- Queensland Child Safe Standards;
- Universal Principle concerning cultural safety for Aboriginal and Torres Strait Islander children;
- Working with Children (Risk Management and Screening) Act 2000 (Qld), where applicable; and
- applicable Blue Card requirements.

We have zero tolerance for child abuse, harm, or exploitation. We are committed to: - Creating a safe, respectful, and supportive learning environment - Actively identifying and managing risks to young people - Listening to and empowering young people - Taking all concerns and complaints seriously.

Headway Driver Training maintains a Child Safety and Wellbeing Policy, available on our website.

Pre-Paid Lessons Policy

General

These terms and conditions cover the entire agreement and understanding between you and us relating to your purchase, redemption or attempt to redeem Pre-Paid Lesson Credit.

The validity and interpretation of these terms and conditions are governed by the laws of Queensland, Australia. Any dispute in connection with these terms and conditions is subject to the exclusive jurisdiction of the courts of Queensland.

If any part or all of any provision of these terms and conditions becomes or is found to be illegal or unenforceable, that provision may be severed from these terms and conditions and the remaining provisions shall continue in force.

Acceptance of terms and conditions

By purchasing, redeeming, or attempting to redeem pre-paid lessons, you accept and become bound by the terms and conditions as varied from time to time. Headway Driver Training may update these Terms from time to time. Updated Terms will apply to bookings made after the updated Terms take effect. Changes will not retrospectively alter the material terms applying to an existing prepaid purchase or confirmed booking except where required by law or agreed with the client.

Booking Cancellations Outside Operating Hours

If you need to cancel or reschedule a booking within 48 hours of your scheduled booking and our office is closed, you must log into our website and cancel the booking through your account. Failure to do so will result in the forfeiture of your lesson fee. Please ensure that cancellations are completed in accordance with this policy to avoid any charges.

Lesson Area Agreement

By booking a driving lesson with Headway Driver Training, you agree to schedule lessons only within your assigned instructor's designated service area. These areas are clearly listed on our website and booking platform and at the time of booking.

If you make a booking outside of the instructor's set area, you acknowledge that:

- The lesson may be cancelled without notice, and
- You may forfeit the lesson fee, at the instructor's discretion.

Headway Driver Training is not responsible for verifying the location of every booking, and it is the client's responsibility to ensure their selected lesson address is within the instructor's listed area.

Purchasing Pre-Paid Lesson Credit

You may purchase pre-paid lesson credit online or over the phone by payment via debit or credit card or other payment methods offered. Pre-paid lesson credit will be activated at the point of sale by our authorised representatives.

Pre-Paid Lesson Credit and promotions and competitions

We may from time-to-time issue pre-paid lesson credit(s) as a promotion or as a prize in our competitions. Such pre-paid credit may only be used by the persons to whom they are issued and are not refundable or transferrable.

How and when you can redeem a Pre-Paid Lesson Credit

Pre-paid lesson credit can be redeemed by booking a lesson online or by phone and is redeemable for a period of twelve (12) months from the purchase date.

Purchases exceeding the value of your pre-paid lesson credit

Pre-paid lesson credit can be used to book lessons up to the value specified. If you wish to book a lesson(s) that exceeds the pre-paid lesson credit value, you must pay the excess using another payment method at the time of the booking.

No exchange

Pre-Paid Lesson Credit cannot be cancelled, exchanged or redeemed for cash.

Expiry of Pre-Paid Lesson Credit

Pre-Paid Lesson Credit will expire 12 months from the date of purchase.

Recording Devices

Headway Driver Training vehicles are equipped with recording devices. These devices are installed solely to ensure the safety of both instructors and clients. Under no circumstances will recordings be provided to clients, their families or third parties unless required by law. It is also important to note that instructors may not have access to these videos. These recordings are strictly managed in accordance with our internal safety and privacy protocols. By enrolling in lessons with Headway Driver Training, clients and their guardians acknowledge and provide consent for the use of these recording devices.

Your Instructor and Headway Driver Training

Your instructor will carry the appropriate motor insurance, should you be involved in a collision as a driver while in control of driving the instructor's vehicle. The client acknowledges that they are responsible for any costs associated with an insurance claim including any insurance excess payable. The client acknowledges that they are responsible for any fines, damages or injuries caused by their actions or negligence and they agree to hold the driving instructor harmless from any resulting liabilities.

In the event of any problem arising, you should resolve this with your instructor immediately.

Your instructor shall not allow third parties in the training vehicle without first gaining advance consent of the learner driver, family members or guardian. Your instructor shall arrange his or her affairs so as to ensure, as far as practicable, that a booking with a client for instruction is not delayed. Where a delay or cancellation is unavoidable the instructor shall endeavour to contact the client to advise him or her of the extent of the delay.

Headway Driver Training shall respect the privacy of clients and former clients and in particular, must not distribute or make use of any personal details of clients or former clients without their express consent.

Traffic Infringements

Headway Driver Training will not be held accountable for any traffic infringements incurred by a client, whilst engaged in a driving lesson. If this were to occur, the client is solely liable to make any required payments due as a result of the infringement.

Dangerous Driving

The allocated driving instructor reserves the right to end an active lesson if the client is driving in a dangerous manner, this includes but is not limited to, speeding and aggressive driving. No refund will be given for the lesson. If a client has prepaid for a package of lessons and the instructor feels at significant risk in the vehicle with the client, the whole package value may be forfeited. This however, is at the discretion of the driving instructor.

Eligibility: The client must possess a valid learner's permit or driver's license as required by local regulations to participate in driving instruction sessions. The learner must produce the licence on request and warrant that it has not been suspended, cancelled or otherwise made invalid. Failure to produce evidence of a valid licence may result in cancellation of the lesson and treatment of the booking as a late cancellation.

Conduct and Behaviour: The client agrees to conduct themselves in a respectful and responsible manner following the instructions and guidance provided by the driving instructor at all times.

Timeliness: The client agrees to arrive promptly for scheduled driving lessons. In the event of tardiness, the driving instructor reserves the right to reduce the duration of the lesson, reschedule or cancel the lesson at their discretion.

Preparation: The client agrees to be prepared for each driving lesson, including:

- being well-rested,
- sober and having a blood alcohol level of 0.0,
- not under the influence any illegal substance nor any prescription or non-prescription medicine that may cause drowsiness or any other impairment on the ability to drive,
- being appropriately attired for driving, including but not limited to sturdy well fitted shoes.
- bringing any required documentation, such as their learner's permit or driver's license and logbook or applicable logbook app.

The instructor may refuse to commence, or may immediately terminate, a lesson where the instructor reasonably believes the learner is unfit to drive safely, including because of alcohol, drugs, medication, fatigue, illness, emotional distress, inappropriate footwear or any other condition affecting safe vehicle operation. Where the learner knew or reasonably should have known that they were unfit to drive, the lesson may be treated as a late cancellation.

The learner must disclose before a lesson any circumstance known to them that may materially affect their legal entitlement or ability to safely operate a motor vehicle

Vehicle Care: The client agrees to treat the instructor's vehicle with care and respect, avoiding any deliberate or negligent actions that may cause damage to the vehicle.

Safety: The client agrees to prioritise safety at all times during driving lessons, abide by applicable traffic laws and regulations, and practicing defensive driving techniques as advised by the driving instructor.

Payment: The client agrees to pay the agreed-upon fees in a timely manner, at least 72 hours prior to the booked appointment, as outlined in the payment agreement between the client and Headway Driver Training.

Cancellation Policy: Cancellations or rescheduling with less than 48 hours' notice may incur a cancellation fee of up to 100% of the booked lesson fee, reflecting the reserved instructor time and the likelihood that the appointment cannot reasonably be rebooked. Headway may waive or reduce the fee in exceptional circumstances at its reasonable discretion. If Headway Driver Training or the instructor cancels a lesson, the client will not be charged and any payment or lesson credit will be retained for rescheduling or refunded where required by law. Headway Driver Training will use reasonable efforts to provide as much notice as practicable.

Liability: The client acknowledges that they are responsible for any fines, damages or injuries caused by their actions or negligence during driving lessons, and they agree to hold the driving instructor harmless from any resulting liabilities. The learner agrees to provide all information and assistance reasonably required to identify the driver and enable Headway Driver Training or the vehicle owner to respond to any infringement, enforcement notice or authority request arising from the learner's operation of the vehicle.

Confidentiality: The client agrees to maintain the confidentiality of any information shared by the driving instructor during the course of instruction, including but not limited to personal information and instructional materials.

Feedback and Evaluation: The client agrees to provide honest feedback to the driving instructor regarding the quality of instruction and their progress, in order to facilitate continuous improvement.

Indemnification: To the maximum extent permitted by law, the client is responsible for loss, damage, fines, penalties or additional costs arising from the client's unlawful, deliberate, reckless or negligent conduct. Nothing in these Terms excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded under the Australian Consumer Law or other applicable law.

By enrolling in driving instruction sessions with Headway Driver Training, the client/parent/guardian acknowledges that they have read, understood, and agreed to abide by these terms and conditions. Headway Driver Training may suspend or terminate future services where the client's conduct presents an unacceptable safety risk. Any entitlement to refund or retention of unused prepaid amounts will be determined in accordance with these Terms and applicable law.

Disclaimers

To the extent permitted by law, we exclude all responsibility for any harm to any person or property or for any loss of profits or other indirect or consequential loss relating to the purchase, redemption or attempted redemption of pre-paid lesson credit.

Privacy

We collect personal information to provide and market our products and services. That information may be disclosed to our contractors who assist us with these activities, however it will not be disclosed to overseas recipients unless required by law. Our Privacy Policy contains information about how an individual may access or correct information we hold about the individual, how complaints about a breach of privacy can be made to us and how such complaints will be dealt with. If you do not consent to us using your personal information to market products and services, please email: headwaydrivertraining@gmail.com

Contact us

Please email: headwaydrivertraining@gmail.com about any queries, comments or requests for information you may have regarding pre-paid lesson credit or these terms and conditions.

Account Terms

This page contains the most current version of the Terms of Service.

You agree that Headway Driver Training can send you booking reminders, relevant information and other marketing via phone, SMS and/or email. You can opt out of any marketing.

You are responsible for maintaining the security of your account and password. Headway Driver Training cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

If you dispute a charge, we ask that you contact Headway Driver Training first so that we have a reasonable opportunity to investigate and resolve the matter. Nothing in these Terms limits any rights you may have under Australian Consumer Law, your payment provider's rules or applicable law. By purchasing from Headway Driver Training, you agree not to initiate any credit card chargeback, or dispute any payment made for services, products, digital goods, pre-paid driving lessons or gift cards purchased, except in cases of proven fraud or unauthorised transactions. All disputes must be resolved directly with Headway Driver Training.

You must not post or submit false information to the Service.

You must not use the Service for any illegal or unauthorised purpose. You must not use this Service to violate any laws in your jurisdiction, including but not limited to copyright laws.

You are responsible for all activity that occurs from your account.

Accounts registered by "bots" or other automated methods are not permitted and will be removed.

Headway Driver Training has the right to suspend or terminate your account, refuse any current or future use of the Service, or any other Headway Driver Training service, for any reason.

Violation of any of the terms or general conditions may result in the termination of your Account.

Cancellation Rates

Less than 48 hours notice before the booking will forfeit the full booking fee.

A cancellation does not automatically refund payment of products or services. Any amount not subject to the cancellation fee, is credited towards your account balance at Headway Driver Training.

Practical Driving Tests

Test Bookings and Responsibility

Where Headway Driver Training provides a vehicle, lesson, vehicle hire or other service in connection with a practical driving test conducted by the Queensland Department of Transport and Main Roads (TMR), the following conditions apply.

The client is responsible for ensuring that they are eligible to undertake the practical driving test and have satisfied all TMR requirements applicable to them before the scheduled test. This includes holding a current and valid driver licence or learner licence, completing any required learner logbook and hazard perception requirements, and providing any identification, documentation, certificates or other information required by TMR.

Where Headway Driver Training books or assists with booking a practical driving test on behalf of a client, it does so as an administrative service only. Headway Driver Training does not control test availability, appointment times, TMR systems, testing procedures or decisions made by TMR.

Test Readiness

Headway Driver Training and its instructors may provide an opinion or recommendation regarding a learner's readiness to undertake a practical driving test. Any such opinion is based on the learner's demonstrated driving performance at the time of instruction and does not constitute a guarantee that the learner will pass the test.

The decision to undertake a practical driving test remains the responsibility of the learner and, where applicable, their parent or guardian.

Headway Driver Training does not guarantee that a learner will pass a practical driving test, regardless of the number of lessons completed, previous driving performance, recommendations made by an instructor or any assessment of test readiness.

Use of a Headway Driver Training Vehicle

Use of a Headway Driver Training vehicle for a practical driving test is subject to availability and approval by Headway Driver Training.

An instructor may refuse or withdraw the use of a Headway Driver Training vehicle where the instructor reasonably believes that:

- the learner does not demonstrate sufficient control of the vehicle to operate it safely;
- the learner's driving presents an unreasonable safety risk;
- the learner is affected by alcohol, drugs, medication, fatigue, illness or another condition that may impair safe driving;
- the learner does not hold the appropriate valid licence or authority to drive;
- the learner has engaged in dangerous, reckless, unlawful, abusive or inappropriate behaviour; or
- circumstances otherwise make use of the vehicle unsafe, unlawful or inappropriate.

Where reasonably practicable, Headway Driver Training will advise the learner of the reason for refusing use of the vehicle.

TMR Vehicle Inspection

Where a Headway Driver Training vehicle is supplied for the practical driving test, Headway Driver Training will take reasonable steps to ensure that the vehicle is registered, roadworthy and suitable for the relevant test.

The final decision as to whether a vehicle is acceptable for a practical driving test rests with TMR and the relevant driving examiner.

Headway Driver Training does not guarantee that TMR will accept a vehicle for a test. If a Headway vehicle is rejected because of a defect or circumstance that was reasonably within Headway Driver Training's control, Headway will provide an appropriate replacement service, credit or refund in accordance with applicable law.

Arrival and Test Requirements

The learner is responsible for attending the nominated TMR testing location at the required time and with all licences, identification, documentation, approvals and other items required by TMR.

Where a pre-test lesson is booked, the learner must be available at the agreed commencement time. Late arrival may reduce the amount of time available for the pre-test lesson and may result in the learner being unable to undertake the practical driving test.

Headway Driver Training is not responsible for a test being cancelled, refused or unable to proceed because the learner:

- arrives late or fails to attend;
- is not eligible to undertake the test;
- fails to provide required identification or documentation;
- has not satisfied applicable logbook, hazard perception or licensing requirements;
- provides incorrect information to Headway Driver Training or TMR;
- is unfit to drive safely; or
- otherwise fails to satisfy a requirement imposed by TMR.

Where the test cannot proceed for a reason attributable to the learner, fees paid to Headway Driver Training for instructor time, vehicle hire or associated services may remain payable, subject to these Terms and applicable law.

Cancellation or Rescheduling

The client is responsible for complying with both Headway Driver Training's cancellation requirements and any separate cancellation or rescheduling requirements imposed by TMR.

Cancellation or rescheduling of a Headway Driver Training booking does not automatically cancel or reschedule the client's TMR practical driving test. Similarly, cancellation or rescheduling of a TMR practical driving test does not automatically cancel any lesson, vehicle hire or instructor booking made with Headway Driver Training.

The client is responsible for confirming that both bookings have been changed or cancelled where applicable.

Where TMR cancels, delays or reschedules a practical driving test for reasons outside Headway Driver Training's reasonable control, Headway Driver Training will use reasonable efforts to accommodate the change. Any refund, credit or rescheduling of Headway services will be determined having regard to the services already provided, instructor and vehicle time committed, these Terms and applicable law.

Test Outcome and Examiner Decisions

Practical driving tests are conducted and assessed independently by TMR. Headway Driver Training and its instructors have no control over the assessment, conduct or outcome of a practical driving test.

Headway Driver Training is not responsible for a learner failing a practical driving test or for any decision, action, direction, cancellation or assessment made by TMR or a driving examiner.

Any concern regarding the conduct, assessment or outcome of a practical driving test must be raised with TMR through the appropriate TMR process.

A failed practical driving test does not, by itself, indicate that the driving instruction provided by Headway Driver Training was inadequate or defective.

After the Test

Following a practical driving test, an instructor may discuss the result and provide further training recommendations based on feedback provided by the learner or driving examiner.

Where the learner does not pass the test, Headway Driver Training may recommend further instruction before another test is attempted. The learner remains responsible for determining when to book another practical driving test, subject to any eligibility or waiting-period requirements imposed by TMR.

Australian Consumer Law

Nothing in this section excludes, restricts or modifies any consumer guarantee, right, remedy or liability under the Australian Consumer Law or any other right or remedy that cannot lawfully be excluded, restricted or modified.

Learner-Owned Vehicles

Lessons Conducted in a Learner-Owned Vehicle

Where driving instruction is conducted in a vehicle supplied by the learner, their parent, guardian or another authorised owner ("Learner Vehicle"), the following conditions apply.

Vehicle Suitability and Responsibility

The learner, or the owner of the Learner Vehicle, warrants that the vehicle is:

- currently registered and legally permitted to be driven on Queensland roads;
- maintained in a safe and roadworthy condition;
- covered by the minimum compulsory insurance required by law and any other insurance required for its use;
- fitted with functioning seatbelts, mirrors, lights, indicators, brakes, tyres and other safety equipment required under Queensland law; and
- suitable for the type of driving lesson being undertaken.

The learner is responsible for ensuring the Learner Vehicle remains roadworthy and legally compliant for the duration of the lesson.

Instructor Safety Assessment

Before or during any lesson, the instructor may inspect the Learner Vehicle to determine whether it is safe and suitable for driver training.

Headway Driver Training may refuse to commence or continue a lesson if the instructor reasonably believes the Learner Vehicle:

- is unsafe, unroadworthy or mechanically defective;
- is not legally registered or insured;
- presents a risk to the learner, instructor or other road users; or
- is otherwise unsuitable for driver training.

Where a lesson cannot proceed for these reasons, the booking may be treated as a late cancellation if the vehicle's condition or compliance was within the learner's or owner's control.

Instructor Control and Vehicle Damage

During the lesson, the learner remains the driver and is responsible for operating the Learner Vehicle safely and lawfully.

The instructor may provide verbal directions and, where reasonably necessary for safety, intervene to prevent an accident or unsafe situation. The learner agrees to immediately follow all lawful safety directions given by the instructor.

Headway Driver Training is not responsible for normal wear and tear to the Learner Vehicle resulting from ordinary driving instruction. However, nothing in these Terms excludes any liability that cannot lawfully be excluded under the Australian Consumer Law.

Mechanical Failure or Breakdown

If a lesson is interrupted because the Learner Vehicle experiences a mechanical failure, breakdown or other defect not caused by the instructor, the lesson may be shortened, postponed or terminated at the instructor's discretion where continuing would be unsafe.

Headway Driver Training is not responsible for repair costs, towing costs, loss of use or other expenses arising from a mechanical failure of the Learner Vehicle unless caused by the negligent acts or omissions of Headway Driver Training or its instructor.

Insurance and Liability

The learner acknowledges that any claim relating to loss or damage to the Learner Vehicle will ordinarily be managed through the vehicle owner's insurer.

Where loss or damage is caused by the learner's unlawful, reckless or negligent conduct during the lesson, the learner remains responsible for any resulting liability. Where loss or damage is caused by the negligent acts or omissions of Headway Driver Training or its instructor, liability will be determined in accordance with applicable law.

Nothing in this clause excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law or any other law that cannot lawfully be excluded.

Emergency

In an emergency or where reasonably necessary to protect the learner, instructor or another person, Headway Driver Training may contact emergency services, police, the learner's parent/guardian or nominated emergency contact and may disclose information reasonably necessary for that purpose.

Refund Policy

All refunds must be resolved directly with Headway Driver Training.

Modifications to Services and Prices

Headway Driver Training reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services are subject to change with or without notice.

Headway Driver Training shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Pre-Paid Driving Lessons

Pre-paid driving lessons are non-refundable and cannot be redeemed for cash.

Unused pre-paid driving lessons can be transferred between clients.

Pre-paid driving lessons are valid for 12 months from the date of purchase.

Fees

Credit card security is implemented using secure SSL encryption on all transactions and processed using a secure, trusted, PCI compliant payment gateway and used by Headway Driver Training for payment processing.

All fees and transactions are in Australian Dollars.

General Conditions

Your use of this website is at your sole risk. The website is provided on an "as is" and "as available" basis.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the website, use of the website, or access to the website without the express written permission by Headway Driver Training.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Headway Driver Training customer, employee, member, instructor, officer or external contractor will result in immediate account termination.

You must not transmit any worms or viruses or any code of a destructive nature.

You understand that Headway Driver Training uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run.

Headway Driver Training does not warrant that

- (i) the website will meet your specific requirements,

- (ii) (ii) the website will be uninterrupted, timely, secure, or error-free,
- (iii) (iii) the results that may be obtained from the use of the website will be accurate or reliable,
- (iv) (iv) the quality of any products, websites, information, or other material purchased or obtained by you through the website will meet your expectations, and
- (v) any errors in the website will be corrected.

You expressly understand and agree that Headway Driver Training shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Headway Driver Training has been advised of the possibility of such damages), resulting from:

- (i) the use or the inability to use the website;
- (ii) (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the website;
- (iii) unauthorised access to or alteration of your transmissions or data;
- (iv) statements or conduct of any third party on the website;
- (v) or any other matter relating to the website.

The failure of Headway Driver Training to exercise or enforce any right or provision of the Terms of website shall not constitute a waiver of such right or provision.

Questions

Please send any questions or comments about these Terms of Service to headwaydrivertraining@gmail.com.