

TERMS AND CONDITIONS

Commitment to Safety, Quality Education, and Customer Service

At Atlanta Driving School safety is our top priority. We strive to maintain an environment where students receive both theoretical knowledge and hands-on training in real-world driving conditions. Our goal is to exceed customer expectations by delivering professional instruction and support throughout the entire learning process.

Eligibility Requirements for driving lessons

To drive a learner vehicle at Atlanta Driving School, students must meet the following criteria: be at least 16 years of age, hold a valid learner's permit or temporary driver's license, and be physically and mentally fit to operate a motor vehicle. All driver licences in Australia, International or Interstate must be valid and not suspended, cancelled, or revoked in any state or territory.

Documentation Required

Upon registration, students must provide the following documentation: government-issued photo ID, proof of learner's permit or driver's license, and a completed medical form (if applicable).

Please note that before entering in any of our vehicles and being behind the wheel of the car you have declared in the following. That you have a current and up to date learners or driver's licence. That you are not suspended from driving in Queensland or any other state in Australia or its territories. That you are not under any drugs or alcohol that may influence your inability to drive, legal or not at the time of your lesson.

Commencement and cancellation of driving lessons

The lesson or lessons will commence at the scheduled start time when the instructor arrives at your work place or home, not when you eventually arrive. Instructors often have consecutive lessons, meaning they cannot extend your finish time to make up for your lateness. You must be ready for your lesson at the booked time. The driving Instructor will call you on your mobile that was given at the time of booking. We do not knock on doors due to dogs attacking us in some cases.

If you wish to cancel a lesson and reschedule you must give 24 Hour notice. If you do not give 24 notice you will lose the lesson and there will be no refund for that lesson, no exceptions. If you book a package deal and you decide that you wish to cancel the remaining lessons, the funds will be returned minus 20% processing fee for the cancellation and the package will be charged at the full rate and not the package deal. This is to compensate for the lost instructor time and discounted rate you originally secured. If you cancel a driving test which has or was booked in by us Atlanta Driving School (ADS) or with the Department of Transport and you do not give at least a minimum of 48 hours' notice you will lose the test and you will not receive a refund. If you feel sick on the day of your practical test you must call Transport Main Roads. (TMR) to reschedule on 13 23 80 to cancel your booking and then contact Atlanta Driving School (ADS). Your test booking fee will remain in your account and you can use it for your next test time, but you must supply a medical certificate for that day.

Lesson Termination:

Our instructor or instructors reserve the right to terminate a lesson immediately if a client's behaviour is deemed **unsafe, reckless, or inappropriate**, no refund of that lesson will be given once the lessons commence. Abuse and foul language will not be tolerated.

Punctuality

If you have an hourly app for your lessons and you turn up late the app will start once the lessons commences but it will finish one hour from the time the instructor arrives. If a client is late, the lesson will typically still end at the scheduled time to avoid delaying subsequent students, and the full fee remains payable.

Package Deals

Please Note: Regarding package deals, if you change your mind and if it is over 24 hours, you will be charged 30% of the remaining balance. If you change your mind, after 48 hours or more you will be charged 45% of the remaining fees plus an administrative fee. Please be aware if this is a change of mind; the driving school is legally entitled to strictly enforce the Terms and Conditions you agreed when making the booking.

Package Validity Refunds & Expiry Prepaid lessons and gift vouchers:

Please note, your paid lesson or lessons can be used within a period of (06) six months only no exceptions. Should you ask for a refund due to illness and a medical certificate has been supplied that you were unable to attend within the period of 06 months then a refund of the remaining lessons will be given to you. Gift vouchers have an expiry period (12) months and are non-refundable and non-transferable. Any lessons you have already taken will likely be deducted at the **full individual rate** rather than the discounted package rate.

Prices and payment methods

All prices remain as written when booked, but may change in the future without notice. Price changes are made according to inflation, demand or petrol price each year. Atlanta Driving School reserves the right to change prices, modify and change its policies with or without notice at any time. We accept payments through the following methods: Credit card, Debit card, online bank transfer, and cash. Cash is conditional. Payments must be made in full within 12 hours of booking or according to the agreed plan before the first lesson starts.

Note: All service packages have a validity period of 06 months from the date of purchase. This consideration takes into account the variable costs associated with providing these services, such as fuel prices and operational expenses.

Responsibility Repairs and damages

Please note that while driving our vehicles or while in possession of our vehicles at Atlanta Driving School you are responsible for any damage incurred by you to any of the vehicles. If the incident such as an accident result in one of our vehicles and the insurance being void, due to being under the influence of drugs or alcohol, undisclosed medical conditions, such as epilepsy, convulsions, blackouts, or any medical issues without our knowledge prior to our commencement of the lessons you will be held accountable if there is an accident. Should you lie or deceive in obtaining a learner licence or an overseas licence and it is found out after payment, you will forfeit your lessons and no refund will be given. If the Instructor cannot teach you, due to you not responding to Instructions or failing to follow directions and if there is a danger in teaching the student the lesson will be terminated. A refund will be given to the remaining lessons that are left. The initial lesson will be lost if the lesson has to be terminated due to noncomplying or refusing to listen or obeying legal Instructions.

All our vehicles have dual controls systems, while we take every care to ensure safety to you and ourselves if you are deemed to be at fault during the operation of our vehicles, you will take full responsibility and you will be liable to make the necessary payments as soon as possible (ASAP). If damages are not paid within a period of 14 days or an agreement reached Legal action will be taken without any further notice.

Traffic Infringements: The client is **solely liable** for any traffic fines or infringements incurred while driving during a lesson.

Insurance Policy

Atlanta Driving School is fully Insurance we are covered by Indemnity Insurance, public liability, Compulsory third party. Please note should you wish to use your own car this is allowed, but any accredited employee or owner from Atlanta Driving School or the business itself will not be held liable should an accident occur due to the learner driver who fails to obey the instructors' directions or advice. We have our own vehicles with dual pedals and we prefer to use our own vehicles in case an emergency or a fail to obey from the learner. No responsibility within reason will be taken by our instructors at any time. All vehicles that are not supplied by our business must be in a roadworthy condition, no exceptions. Should the Instructor arrive and a vehicle is not roadworthy at the time of arrival not being one of our own vehicles the lesson will be lost and no refund will be given

Though we are Insured please note as above that if an accident occurs and if the fault is proven to be the learner because of failing to obey or deliberately disobeying an instruction from the instructor or breaking any laws or rules of the road the fault will remain with the student and all costs will be paid by the person driving the vehicle that the insurance will not cover this is usually called the excess. If the other vehicle is at fault, you will not be held liable and no action will be instituted.

Limitation of Liability

Atlanta Driving School is not liable for any personal injuries, property damage, or financial losses incurred by students outside the scope of the driving lessons provided. We recommend that students purchase their own personal vehicle insurance if they plan to drive outside of lessons or use their own vehicles during training. In the case of incidents not directly caused by the instructor's actions, the student assumes full responsibility. Our liability is limited to the services provided during the lesson, and we strongly encourage students to exercise caution and follow all safety protocols to avoid accidents.

Amendments to the Policy

Atlanta Driving School reserves the right to amend, update, or modify this policy at any time to reflect changes in legal regulations, operational procedures, or customer needs. Any updates to the policy will be communicated to students via email and posted on our website for easy access. Students will be required to acknowledge and accept the revised policy before continuing with any further lessons. We encourage students to review the policy periodically to stay informed about any changes that may affect their training experience.

Student Privacy and Confidentiality

At Atlanta Driving School we take student privacy seriously and adhere to all applicable data protection laws. Personal information, including contact details and medical history, is securely stored in our system and is accessible only to authorized personnel. Students have the right to request access to their personal data, and we will provide a copy upon request. We will never share student data with third parties without explicit consent, except as required by law or in the event of an emergency.

Privacy and Data Protection

Atlanta Driving School is committed to protecting the privacy of all students. Personal data will only be used for registration and communication purposes related to driving lessons. We follow strict data protection policies in compliance with privacy laws to ensure that all student information is kept confidential.

Dash Camera Safety Protection and Consent Form

Atlanta Driving School has internal cameras with internal voice activation the cameras are for external use but voice recording maybe activated for your protection and protecting the driving instructor. Our driving school confirms that the secure storage and use of the program will comply with the Australian Privacy Principles, the Privacy and per Information. The Information Privacy Act 2009 (QLD) (also known as the IP Act) The Privacy and Personal Information Protection Act 1998 (NSW

Security and Privacy of Information

Protecting your account and personal information is paramount. You are responsible for maintaining the confidentiality of your account details. Atlanta Driving School commits to employing robust security measures but cannot be held liable for breaches resulting from unauthorised account access due to shared or compromised login credentials.

Medical Conditions

Students must not be suffering from contagious illness and must be physically fit to drive.

Please Note: Should you be sick on the day we arrive for your lesson and it is found that you have any illness, the lesson will be terminated and there will be no refund for that lesson. It is the client's responsibility to disclose any physical or mental conditions that could impair driving. * That you do not have covid or any other medical conditions that can or may transfer to anyone else in the vehicle including the instructor. You must tell the instructor if you have anything that may impact your driving ability such as mental disability, seizures, epilepsy, suicidal thoughts in the past or present. If you are sick on the day and you have a lesson and you cannot make it you must let us know as soon as possible and you must supply a medical certificate or you will lose the lesson for that day, if you supply a medical certificate, you will have the lesson rescheduled. **No medical no rescheduling.**

Dispute Resolution

We are dedicated to delivering high-quality services. If you have concerns or are dissatisfied with any aspect of our service, we encourage you to reach out to us. Please submit your concerns in writing, detailing the nature of the issue and your desired outcome. Atlanta driving School is committed to resolving disputes amicably, in good faith, and in a timely manner.

Limitation of Liability

Our liability for any claim, damages, or loss in connection with our services is limited to the extent permitted by law. This does not affect your statutory rights as a consumer under Queensland law.

Governing Law

These terms and conditions are governed by the laws of Queensland, Australia. Any disputes will be subject to the exclusive jurisdiction of the courts of Queensland.