

# 1. Student Code of Conduct

- 1.1 I, the Student, will conduct myself in a diligent and studious manner in order to get the best result from every lesson. I will endeavour to follow every instruction and guidance provided to me. I will ask questions whenever I am not sure what to do.
- 1.2 To every lesson I will bring:
- (a) my Essential Driving School Journal
  - (b) my Learner Permit/Driver's Licence
  - (c) The Road to Solo Driving Handbook
  - (d) my Learner Log Book or Log Book App (If using the Log Book App I will log onto the App at the start of my lesson and I will place my phone out of reach and on silent for the duration of the lesson).
- 1.3 I will book and pay for my lessons at least 48 hours in advance.
- 1.4 I understand and accept that:
- (a) All prepaid fees are non-refundable;
  - (b) I must provide at least 12 hours notice to cancel or reschedule any lesson otherwise I forfeit any money paid; and
  - (c) If I cancel or reschedule a lesson more than 12 hours before the lesson start time, any pre-payment will be credited to any future lessons.
- 1.5 I understand and agree that in the unlikely event evasive action is required for any reason during a lesson, the Essential Driving School Instructor (the ***Instructor***) may take any required action to assume control of the vehicle, including but not limited to, reaching across the me to take control of the steering wheel or to override the pedals, gears and signals, etc. I will do my best to follow all instructions if this occurs in order to keep myself, the Instructor and other road users safe.
- 1.6 I understand and agree that dash-cams and in-car cameras may be operating and recording during the lesson. I hereby agree that Essential Driving School may use any dash cam or in-car camera footage of any lessons for the purpose of accident evidence, insurance claims, safety and Driver Trainer professional development purposes.
- 1.7 I have also read and agree to the Terms & Conditions at the back of this Journal.
- 1.8 I agree to Essential Driving School using photographic recordings of my lessons and of my Victorian Driver's test outcome for marketing purposes ( CIRCLE : YES / NO )

I hereby agree to the Student Code of Conduct:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

If the Student is under 18 years old, as legal guardian of the Student, I hereby agree to the above Code of Conduct and to ensure the Student abides by the Code of Conduct:

\_\_\_\_\_  
Signed by the legal guardian  
If Student is under  
18 years

\_\_\_\_\_  
Name of Legal Guardian

\_\_\_\_\_  
Date

# Essential Driving School Terms & Conditions

## 2. Booking, Prepayment & Cancellation

- 2.1 Lessons are to be booked and confirmed at least 48 hours in advance, via phone sms, messenger and are always confirmed by an email calendar appointment.
- 2.2 **All payments for lessons are non-refundable.**
- 2.3 If a lesson is cancelled or rescheduled with less than 12 hours notice any pre-payment will be forfeited.
- 2.4 If a lesson is cancelled or rescheduled with more than 12 hours notice, any pre-payment will be credited to future lessons.
- 2.5 We work together to be on time and to maximise the use of our scheduled lesson timing. At times the Student may have reason to be delayed to the start of a lesson. This must be communicated in advance as soon as possible. If due to no fault of the Student (as determined by the Instructor), there is an unavoidable reason for a delayed start (such as a medical emergency), the Instructor will work with the Student where possible to make up any time lost. However, if the Instructor considers the delay was within the Student's control (ie; "I forgot") the Instructor is not required to make up for any lost time caused by that delay.
- 2.6 Where the Instructor is delayed due to reasons beyond the Instructor's control (such as licensing authority appointments or mechanical issues), the Instructor will make every effort to contact the Student and discuss an extension of time or rescheduling at no additional cost.

## 3. Our Responsibilities

- 3.1 Essential Driving School will honour all confirmed bookings.
- 3.2 We will provide a registered, insured, safe, roadworthy, 5-star ANCAP approved vehicle for each lesson.
- 3.3 Each Essential Driving School Instructor is licensed to teach driving instruction, maintains a current Victorian Drivers Licence, has been checked by Victoria Police and holds a current Working with Children registration.
- 3.4 It is a legal requirement that our Instructors conduct lessons only if they are fit and healthy to do so, have a 0.00% BAC and no illicit substances present. It is a legal requirement that the Student must also have a 0.00% BAC and no illicit substances present.

## 4. Safety & Duty of Care

- 4.1 Essential Driving School will provide every student with a safe learning environment. Our goal is to instruct and coach each student to learn and implement safe vehicle control. Working together we will provide the best learning environment and strive towards achieving the goals you have set for yourself.
- 4.2 The Student and the Instructor will conduct themselves in a professional and studious manner in order to get the best result from every lesson.
- 4.3 In the unlikely event evasive action is required for any reason during a lesson, the Instructor may take any required action to assume control of the vehicle, including but not limited to, reaching across the Student to take control of the steering wheel or to override the pedals, gears and signals, etc.
- 4.4 Dash-cams and in-car cameras may be operating and recording during the lesson and the Student agrees that Essential Driving School may use any dash cam or in-car camera footage of any lessons for the purpose of accident evidence, insurance claims, safety and driver trainer professional development purposes.

- 4.5 It is the Student's task to operate the vehicle only as instructed and to always act in a responsible and careful manner. Any deliberately willful, illegal or dangerous act by the Student while in control of a vehicle could result in damage to vehicles, physical or property injury or loss, fines or other damages for which the Student will be fully liable, and the relevant insurance excess will be due on request.

## 5. Release and Indemnity

- 5.1 Driving a vehicle is a serious and potentially dangerous practice. Other road users may not drive or act appropriately or may cause or contribute to an accident. While Essential Driving School takes every precaution, it is possible (though unlikely) that during a lesson the Student may be involved in an accident.
- 5.2 In the event of an accident, regardless of whether it is caused or contributed to by the Student or by a third party, the Student and the Student's legal guardian hereby release, discharge and hold harmless Essential Driving School, its officers, employees and agents from all present and future claims (legal, equitable or statutory) which the Student and/or legal guardian have or may have had against any of them, except where such claims arising from any negligent act or omission of the School, its officers, employees and agents.
- 5.3 The Student and/or legal guardian hereby indemnify Essential Driving School, its officers, employees and agents from and against any claim or damages they may incur as a direct or indirect result of or in connection with or arising from any accident, injury or loss that occurs during or as a result of a lesson except where such injury or loss arises from any negligent act or omission of Essential Driving School, its officers, employees and agents.
- 5.4 Where an 'at fault' insurance claim arises for damage to a vehicle or any other property while the Student is driving, the full excess will be due on request. Where a 'not at fault' claim arises for damage to a vehicle or any other property whilst the Student is driving, the insurance excess will not apply.

I hereby agree to the above Terms and Conditions:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

If the Student is under 18 years old, as legal guardian of the Student, I hereby agree to the above Terms and Conditions:

\_\_\_\_\_  
Signed by the legal guardian  
of Student if under  
18 years

\_\_\_\_\_  
Name of Legal Guardian

\_\_\_\_\_  
Date