



# RACT Driver Training

## Customer Terms & Conditions

*August 2024*

# CUSTOMER AGREEMENT

The following terms and conditions represent the basis upon which driving lessons, P1 assessments are offered by RACT Driver Training. By booking a lesson and P1 assessment with RACT Driver Training, you are entering into this agreement and are bound by the following terms:

## Lesson availability

We conduct driving lessons and P1 assessment in Hobart, Launceston, Devonport, and Burnie. Bookings are required for all lessons. Bookings are available online at [www.ract.com.au](http://www.ract.com.au) or can be made by calling Ph: 13 27 22 or visiting your nearest branch.

The availability of your lessons is sometimes subject to change. We will endeavor to contact you at the first available chance if there is a change that will impact your next appointment(s).

## Driving Lesson Requirements

### *Driving Licenses*

It is a legal requirement that you hold a current driver's license to drive on Tasmanian roads. This can include learners, provisional, or international license if the requirements of that license type are met. You must bring your driver's license with you to each lesson. Our driving instructors will ask to sight your license at the start of each lesson.

For international driving licenses, it is a legal requirement that you provide an English translation of your driver's license.

### *Fitness to Drive*

Before commencing any lesson or assessment with RACT you must be in a fit state to drive. This includes complying with any legal or medical requirements applicable to your circumstances.

It is not lawful in Australia to be drive a vehicle whilst under the influence of illegal substances.

You must always comply with relevant road rules, driver's license restrictions or conditions, and any driving instructions provided to you by your driving instructor.

We strongly recommend that in the 24 hours before your lesson you have enough rest. Driving whilst fatigued represents a significantly increased risk of being involved in an accident. RACT is committed to providing a safe environment for our Driver Training customers, our staff, and other road users. RACT reserves the right to not proceed with a lesson if we reasonably believe you are not fit to participate in a driving lesson or assessment.

Appropriate footwear must be worn for driving lessons. We highly recommend flat, enclosed shoes. Some footwear (e.g., high heels, thongs) may create safety risks associated with the use of the vehicles pedals and foot controls.

Our driving instructor will advise you if they believe there is a potential safety risk which may lead to the lesson being cancelled.

## Payments

Please be advised that payment must be made and confirmed to reserve your bookings. Once payment is received, we'll provide confirmation of your bookings via email along with a copy of your purchase. We can provide a physical invoice upon your request if you arrange bookings at our RACT branch.

Payments can be made online via our Customer Booking Portal, over the phone on 13 27 22 or by visiting an RACT branch. Acceptable payment options are credit cards (Master Card and Visa), debit card. Please note that RACT Driver Training does not accept AMEX or Diners Card. We do not accept cash payments.

## Cancellations and refunds

In most cases RACT can cancel or re-schedule your driver training lesson or your P1 assessment. Please note that when you book an appointment with RACT we allocate a driving instructor and a vehicle to your appointment time. For this reason, we require a reasonable amount of notice if you want to make changes. This is so we can make your original appointment available to other students, which assists us to keep the cost of lessons as low as possible.

### *Driving Lessons*

For all driving lessons, we require at least 24 hours' notice to cancel or reschedule your lesson. This can be done by contacting our customer service team on 13 27 22 or online at [www.ract.com.au](http://www.ract.com.au).

If you don't provide 24 hours' notice, we can't cancel or change your lesson and will result in forfeiting the fee of your lesson. This includes students not turning up for their scheduled appointment.

Please also note that you may forfeit your lesson (without refund) if you don't have your current driver's license with you or are in breach of any conditions of your license.

In some circumstance RACT Driver Training may have to cancel, postpone, or change the length of your lesson. These circumstances include your Driving Instructor being unwell, the driver training vehicle allocated to your appointment being unavailable due to circumstances beyond our control, dangerous weather events or significant traffic or road incidents.

If this occurs, we will inform you as soon as we can and will endeavor to find an alternative appointment time that suits. If your driving instructor becomes unavailable, we will provide an alternative Driving Instructor where possible.

Our Driving Instructors reserve the right to terminate lessons at short notice if they have reasonable grounds to believe that continuing would represent a safety risk. In these situations, there is no refund for the lesson. This would include situations where our instructors reasonably believe that the student driver is under the influence of alcohol or drugs (prescribed or otherwise) or if the student driver fails to follow instructions from our Driving Instructors.

### *P1 Assessments*

Cancellation for a P1 Assessment received more than five business days prior to the start of your appointment can be transferred to a future date without penalty.

Cancellation for a P1 Assessment within five business days before the start of an assessment can be transferred to a future date subject to the payment of a \$50 fee for the transfer.

Cancellation for a P1 Assessment within 24 hours' notice of the start of the appointment will result in a full forfeiture of the fee paid.

## Information about P1 Assessments

You are required to arrive at your driving assessment 15 minutes early to allow time for your Driving Assessor to check that you have met all the eligibility requirements to complete your Driving Assessment. This will include checking your driver's license, your logbook hours, and any exemption letters from the Department of State Growth (if required).

If you do not meet the eligibility requirements to complete your Driving Assessment, you will be deemed to have failed your P1 Assessment and will forfeit the fee you paid for it. For this reason, we encourage you to be familiar with the requirements and ensure that you bring all the necessary documents with you to your assessment.

For more information about these requirements please see the attached link:

[About\\_your\\_driving\\_brochure\\_WEB\\_Dec\\_2022\\_English.pdf \(transport.tas.gov.au\)](#)

### ***In-Car Camera used for P1 Assessments***

RACT is an authorised P1 driving assessment provider delivering driving assessments on behalf of the Department of State Growth (State Growth).

As an authorised provider we are required to take camera footage during the P1 Assessment and provide this footage to State Growth.

State Growth requires all student drivers completing a P1 Assessment to fill out a consent form to allow the In-Car Camera. You must complete this form before your assessment. If you don't complete the consent form, we're unable to conduct the driving assessment and will be marked in failed the P1 Assessment as a result. In this situation no refund can be issued.

Footage taken during assessments will be the property of State Growth and they reserve the right to store copies of the footage in their database for audit purposes and complaints handling. Any camera footage is subject to the ***Personal Information Protection Act 2004*** and relevant provisions of the ***Vehicle and Traffic Act 1999***.

RACT is not responsible for, or able to access the footage. Should you wish to access the footage you will need to lodge a request with State Growth at the following link:

[lvcompliance@stategrowth.tas.gov.au](mailto:lvcompliance@stategrowth.tas.gov.au)

The camera equipment is the property of State Growth and RACT accepts no liability for any consequence of the camera equipment not being operational including any determination by State Growth that you are required to repeat your assessment.

## Lesson Package Conditions

Lesson packages and gift certificates are not transferable or refundable for cash or other RACT products and must be used within 3 years from the date of the purchase.

If you have purchased 3 lessons package or above, you are entitled to an RACT Lifestyle Membership and when we set it up for you, you can start accessing its benefits. You can see the details of the benefit by following link [Lifestyle Membership - RACT](#).

Purchasing seven - lesson packages or more, you will be entitled to a free 12-month RACT Roadside Advantage membership after successfully obtaining a provisional (P1) Drivers' License. For further details on this level of Roadside cover, please visit us [Roadside Assistance - RACT](#).

## Training Locations

All driving lessons and assessments will start and finish at a RACT Driver Training location. You will be asked to nominate a RACT Training location when you make your booking.

In some cases, we may agree to an alternative pick up and drop off location if you request it at the time of making your booking.

Depending on your level of experience and confidence the Driving Instructor may need to drive you to a safer (quiet) location before your lesson commences. If this is required, the travel time is included in the total duration of your driving lesson.

## Driver Training Vehicles

RACT Driver Training will ensure that the Driver Training vehicles provided to you are fitted with the essential safety features including - ABS (anti-lock braking system), ESC (Electronic Stability Control) passenger dual controls and meet all the Public Passenger Vehicle Inspection safety and roadworthiness requirements.

## Privacy Statement

Our Privacy Policy contains information about how RACT collects and uses personal information, how you can access and correct your personal information, raise concerns or complaints and when we may collect information from third parties.

To read the RACT Privacy policy, click on this link:

[Privacy - RACT](#)

## Terms of Use

RACT reserves the right to change these conditions from time to time. These terms and conditions form part of the agreement between the customer and RACT Driver Training.

Accessing this website or making a Driver Training booking will be taken as your acceptance of the terms and conditions contained here, as well as the RACT website usage terms and conditions.

To read the RACT website usage Terms and Conditions, click on this link:

[Terms and Conditions – RACT](#)