



SOLO READY
Driving School

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TERMS AND CONDITIONS OF SERVICE

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1. Definitions

In this agreement, unless the context otherwise requires, the following words have these meanings:

"Call Centre" means Solo Ready's centralised office used for the purpose of receiving and sending requests by telephone. Requests may include, but are not limited to; bookings, re-bookings, cancellations, reschedule, payments, complaints and general information.

"Confidential Information" means the following information, irrespective of its form or medium: (a) any technical (including designs, drawings, plans and specifications), scientific, commercial, marketing, financial or any other information of or about Solo Ready or in connection with the Goods and/or Services; and (b) all information about Solo Ready's business and business processes, that is not public knowledge or known to the Learner Driver.

"Driver Ed Consultant" means the person representing Solo Ready who will assess, teach, instruct and coach the Learner Drivers during a Driving Lesson.

"Driving Guide" means the teaching and learning resources provided by the Licence Ready App which may be used by the Driver Ed Consultant and the Learner Driver during a Driving Lesson.

"Driving Lesson" means a single continuous period during which theory and/or practical driving is carried out for learning, driving and assessment purposes for the benefit of a Learner Driver.

"Goods" means any product, learning or teaching materials provided to the Learner Driver, the Responsible Adult and Driver Ed Consultant by Solo Ready.

"GST" means the goods and services tax payable pursuant to the GST Act;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the regulations thereunder.

"Intellectual Property Rights" means all intellectual property rights of any kind including patents, designs, trademarks, circuits, copyright, service marks, trade names, business names, brand names, inventions, discoveries, trade secrets, know-how and all moral rights (whether allowable now or at some point in the future), an application for, or right to apply for registration or renewal of, an intellectual property right, and in each case whether registered or unregistered (and whether capable of registration or not) and any similar or equivalent rights or interests in Australia or elsewhere;

"Learner Driver" means the person who will receive the Driving Lesson services of Solo Ready.

"Licence Ready" means Licence Ready Pty Ltd ACN 154 680 252. Licence Ready is a company related to Solo Ready.

"Licence Ready App" means the desktop/laptop or mobile phone application 'app' created and owned by Licence Ready and used by Solo Ready and the Driver Ed Consultant during a Driving Lesson.

"Off-Road Induction Session" means a single continuous period during which induction to Solo Ready services and operating methods are explained. No theory or practical driving is carried out.

"Responsible Adult" means the person who is over the age of 18 that is responsible for a Learner Driver who is under the age of 18. This may include a parent, guardian or over 18 family member.

"Services" means the services provided by Solo Ready.

"Solo Ready" means Solo Ready Pty Ltd ACN 167 740 598 and its affiliates and related companies.

"Supervising Drivers" means a non-professional who is eligible (under relevant State or Territory laws) to give lessons to the learner drivers.

"Toll" means the fee charged for the use of a road, motorway or highway including, but not limited to, the M5, M4 and M7.

2. Eligibility

2.1. The Learner Driver must hold a current and valid learner driver licence issued by the NSW Roads and Maritime, or an equivalent State licence obtained from the appropriate Australian licencing authority, or a full current International driver licence issued by the relevant overseas authority.

3. Booking and Payment

3.1. The Learner Driver must book the Services by calling the Call Centre.

3.2. Where the Learner Driver is under the age of 18 any engagement, bookings, rescheduled bookings, cancellations and payment must be made by a Responsible Adult. If a Responsible Adult has pre-paid for a package of Driving Lessons then the Learner Driver (whether under the age of 18 or not) may make bookings, rescheduled bookings and cancellations.

3.3. At time of booking the Learner Driver or Responsible Adult will be required to make payment by MasterCard, Visa card, or electronic funds transfer (EFT). Where the card holder is not the Learner Driver, the Learner Driver must have obtained permission from the card holder before making payment. Funds must have cleared in the account of

Solo Ready before the Learner Driver's booking can be confirmed.

3.4. If payment by card is not suitable and only where agreed to by Solo Ready, the Learner Driver may make a payment for a Driving Lesson by direct cash payment to the Driver Ed Consultant at the time of the Driving Lesson.

3.5. Solo Ready will notify the Learner Driver or Responsible Adult when a booking has been confirmed following receipt by Solo Ready of cleared funds for payment of a booking. A Driving Lesson will not occur unless a booking has been confirmed by Solo Ready.

3.6. Solo Ready reserves the right to cancel a booking at any time on reasonable grounds.

4. Pricing

4.1. Solo Ready may publish a price list for the Goods and/or Services from time to time.

4.2. Prices may be increased by Solo Ready without notice and without republishing the price list. All prices will be published on the Solo Ready website.

5. GST

5.1. All amounts payable by the Learner Driver to Solo Ready, unless otherwise stated in writing, are subject to GST. The Learner Driver must pay any applicable GST to

Solo Ready in addition to the amount payable at the same time as the amount to which it relates is payable.

6. Rescheduling/Cancellations and Refunds

6.1. The Learner Driver may reschedule or cancel a Driving Lesson by calling the Call Centre.

6.2. All rescheduled bookings for Driving Lessons must be made at least 24 hours in advance.

6.3. If a Driving Lesson is rescheduled or cancelled at least 24 hours prior to the time of the confirmed booking the Learner Driver may obtain a refund.

6.4. Where the Learner Driver requests a product downgrade the Learner Driver must advise Solo Ready by calling the Call Centre at least 24 hours prior to the time of the next scheduled booking to make the necessary pricing or payment adjustment. If at least 24 hours notice is not provided the booked Driving Lesson will continue as scheduled.

6.5. In the case of a product upgrade the Learner Driver will be required to make payment for additional Services in accordance with the pricing for Services as stipulated by Solo Ready. Payment for additional Services must be made to Solo Ready within 24 hours of confirming the product upgrade.

6.6. The Learner Driver may obtain a refund of a partially used Driving Lesson package in accordance with the pricing for Services as stipulated by Solo Ready.

6.7. All refunds will be transferred to the credit card or debit card or EFT account used during payment. Where a cash payment has been made a refund will be transferred to a nominated EFT account. Solo Ready will not make cash refunds.

6.8. A refund in relation to a product downgrade will be made within 48 hours of confirmation of the downgrade in accordance with clause 6.4.

6.9. If the Learner Driver fails to comply with these Terms and Conditions Solo Ready may cancel a booking or stop a Driving Lesson immediately without refund to the Learner Driver.

7. Driving Lessons

7.1. The Learner Driver must comply with all applicable road and traffic laws, rules and regulations during each Driving Lesson.

7.2. The Learner Driver must present a valid learner driver's licence at the commencement of every Driving Lesson.

7.3. During each Driving Lesson the Learner Driver must wear appropriate dress including, but not limited to, clean closed toe flat shoes with no heel or platform and

comfortable and clean clothing. No loose bracelets or wrist jewellery are allowed.

- 7.4. During each Driving Lesson the Learner Driver must not be under the influence of any drug or alcohol and must have a blood alcohol reading of 0.00%.
- 7.5. If the Learner Driver is required to wear glasses or contact lenses these must be worn during every Driving Lesson.
- 7.6. If the Learner Driver has any special requirements these must be discussed with Solo Ready at least 24 hours prior to commencing any confirmed booking.
- 7.7. If the Learner Driver is providing their own vehicle for any Driving Lesson, the provided vehicle must hold a current registration and must comply with NSW regulations for road worthiness.
- 7.8. If, during a Driving Lesson, the Learner Driver is directed to drive on a roadway which is subject to a Toll the Learner Driver or Responsible Adult (where the Learner Driver is under the age of 18) will be responsible for payment of the Toll. Solo Ready will issue an invoice to the Learner Driver/Responsible Adult for the amount of the Toll as invoiced by the relevant Toll company.

8. Learner Driver's Obligations

- 8.1. The Learner Driver warrants that upon commencement of his or her first Driving Lesson or Off-Road Induction Session, he/she has read and understood and accepted these Terms and Conditions.

- 8.2. The Learner Driver must immediately inform Solo Ready and the Driver Ed Consultant if they are unable to perform any action during a Driving Lesson at a safe standard.

- 8.3. The Learner Driver must immediately inform Solo Ready and the Driver Ed Consultant of any special circumstances which may affect the Learner Drivers ability to comply with these Terms and Conditions, including any medical condition, or medication taken (either prescribed or non-prescribed), alcohol consumption, recreational drug use or fatigue.

- 8.4. The Learner Driver is encouraged to use the Roads and Maritime Services website testyourtiredself.com.au to help identify symptoms of fatigue.

- 8.5. The Learner Driver will use reasonable care and skill when operating a vehicle during a Driving Lesson in order to avoid property damage or death or injury to others.

9. Learner Driver Acknowledgements

9.1. The Learner Driver acknowledges that:

9.1.1. A Driver Ed Consultant may use the Driving Guide;

9.1.2. the Driving Guide is a product of Licence Ready;

9.1.3. participation in a Driving Lesson exposes the Learner Driver to potentially hazardous circumstances and could lead to injury, damage or loss to person or property arising from incidents caused by the Learner Driver, the Driver Ed Consultant or other persons; and

9.1.4. all Driving Lessons are carried out at the Learner Driver's own risk.

10. Driving Ed Consultant's Obligations

10.1. The Learner Driver acknowledges:

10.1.1. Solo Ready will engage Driving Ed Consultants to facilitate Driving Lessons.

10.1.2. The Driving Ed Consultant is obliged to comply with all applicable road and traffic laws, rules and regulations as required by the laws of New South Wales and under the authority of the NSW Roads and Maritime Service during each Driving Lesson.

11. Damage during Driving Lesson

11.1. The Learner Driver agrees that any damage to a motor vehicle caused by an act or omission of the Learner Driver is to be repaired within a reasonable time at the Learner Driver's cost.

11.2. The Learner Driver must pay the excess amount of any insurance claim made in relation to damage to a motor vehicle caused by an act or omission of the Learner Driver during a Driving Lesson.

11.3. Where any damage to a motor vehicle is caused by an act or omission of the Learner Driver during a Driving Lesson the cost of the damage will be determined by assessment of the lower of two quotes obtained from two independent third parties qualified in motor vehicle repairs.

12. Release and Indemnity

12.1. To the fullest extent permitted by law, the Learner Driver indemnifies Solo Ready against any loss, cost, damage or expense (including legal costs and disbursements and debt collection agency fees on a full indemnity basis), and any claims, demands, suits, actions and proceedings suffered, paid or incurred by Solo Ready, resulting from or arising out of any breach of these Terms and Conditions by the Learner Driver.

12.2. The Learner Driver releases Solo Ready, its employees, servants, agents and contractors from all claims or liability howsoever arising in relation to tort or contract for death, personal injury, damage to property, loss of income, and damage to personal property arising out of a Driving Lesson.

13. Use of Intellectual Property and Confidential Information

13.1. The Learner Driver: (a) agrees that it does not receive any right, title or interest in the Intellectual Property Rights of Solo Ready or Licence Ready; and (b) warrants that it will not do, cause or permit any act or omission which may constitute an infringement of the Intellectual Property Rights of Solo Ready, Licence Ready, or any third party.

13.2. The Learner Driver must keep all Confidential Information strictly secret and must not use that Confidential Information except to the extent necessary to carry out a Driving Lesson.

14. Privacy Policy

14.1. Solo Ready may collect and use the Learner Driver's personal information for the purposes of providing Services to the Learner Driver.

14.2. Solo Ready may disclose the Learner Driver's personal information to the Driver Ed Consultant for the purpose of providing Services to the Learner Driver.

14.3. The data captured by the Licence Ready App (i.e. learner personal profile, supervising drivers personal profile, learning strategies, learning programs, drive details, lesson plans, lesson feedback etc.) may be supplied to research institutes or for public research for the purpose of research in the driver safety related topics.

14.4. The Learner Driver and/Responsible Adult acknowledge and consent to the use of the Learner Driver's information for the purposes outlined in clauses 14.1, 14.2 and 14.3 above.

15. Support Service

15.1. For all enquiries the Learner Driver is to call the Solo Ready Call Centre. The Call Centre will arrange necessary support or service for the Learner Driver.

15.2. Unless otherwise agreed between the Learner Driver, Solo Ready and the Driving Ed Consultant the Learner Driver is not to contact the Driving Ed Consultant for support or service outside of the hours of a Driving Lesson.

16. Variations

16.1. Solo Ready may vary these Terms and Conditions from time to time, in which case those new terms and conditions shall apply. Solo Ready will publish its updated

Terms and Conditions on its website
www.soloready.com.au.

17. General

17.1. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

17.2. These Terms and Conditions shall be governed by the laws of the State in which the Driving Lesson is carried out.

17.3. These Terms and Conditions constitute all of the contract terms and conditions between the parties and supersede all prior discussion, representation or negotiation and subject only to any variation pursuant to clause 16 above.