

Golden Road Driving Academy – Terms and Conditions

Introduction: These Terms and Conditions constitute a legally binding agreement between the Student and Golden Road Driving Academy (GRDA). By booking, purchasing, or enrolling in any service, including lessons, packages, or payment plans, you agree to be bound by these terms. Please read them carefully.

1. Booking, Prepayment, and Cancellation

1.1. Learner's Permit Requirement

All students must possess a current and valid Western Australian Learner's Permit. For international license conversions, a valid international driver's license is required. The Instructor reserves the right to verify this license before the lesson begins. Failure to produce a valid permit or license will result in the immediate cancellation of the lesson, and the full lesson fee will be forfeited.

1.2. Payment & Booking

All lessons are booked, confirmed, and paid for exclusively via the Acuity Scheduling system.

1.3. Prepayment & Refund Policy

All payments for lessons, packages, or services are non-refundable. Payments made will be held as credit for future lessons, subject to the terms herein.

1.4. Standard Cancellation Policy

Notice Period	Outcome
Less than 24 Hours' Notice	Full payment for that lesson will be forfeited .
More than 24 Hours' Notice	Payment made will be credited toward future lessons.

1.5. Instructor and Student Delays

The Instructor and Student must work together to maximize the scheduled lesson time.

Delay Type	Policy
Student Delay	Student must communicate in advance. If the delay was within the student's control, the Instructor is not required to make up the time lost.

Instructor Delay	If the Instructor is delayed due to reasons beyond their control, they will contact the student and offer an extension of time or rescheduling at no additional cost.
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1.6. Learn Now, Pay Later (LNPL) / Subscription Plans

This section governs all installment-based plans, including the 16-Lesson Plan and the 15-Lesson (5-Week) Plan.

- **a. Fixed-Term Commitment:** By enrolling in any GRDA "Learn Now, Pay Later" (LNPL) or subscription plan, the Student commits to the **full advertised duration and total cost** of that specific plan.
- **b. Automatic Payments:** Payments are processed automatically via Stripe at the advertised interval (e.g., weekly, fortnightly) for the full term of the plan.
- **c. Non-Refundable & Non-Cancellable:** These plans reserve instructor time in advance and are a fixed-term financial commitment. Once activated, the full payment schedule will continue for the entire term. **Payments are non-refundable and cannot be paused or canceled mid-term.**
- **d. Lesson Credit Expiry:** Lesson credits associated with an LNPL plan are valid **only** for the specified duration of that plan (e.g., 5 weeks, 8 weeks). Any unused lesson credits will **automatically expire** at the end of the plan's term.

1.7. The Gold Standard Guarantee (First Lesson Policy)

This section governs the "Risk-Free First Lesson" promotion.

- **a. Applicability:** This guarantee applies **only** to a Student's first paid lesson with GRDA.
- **b. Claim Process:** If a Student completes their first lesson and is not satisfied, they must notify GRDA **in writing (via email)** within 24 hours of the lesson's completion.
- **c. Remedy:** The email must detail what went wrong and how we can improve. As the primary remedy, GRDA will first offer one (1) **free 60-minute make-up lesson** with the instructor to fix the error and demonstrate our value.
- **d. Refund Conditions:** If, after completing the free make-up lesson, the Student is still not satisfied, they may request a refund for their *original* lesson fee. All refunds are at the sole discretion of GRDA management and, if processed, will incur a **25% processing and administrative fee** deducted from the refund amount.

2. Service Area & Travel Policy

2.1. Designated Service Area

Golden Road Driving Academy operates exclusively within the northern suburbs listed on the Acuity booking form (approx. 50km radius from Alkimos).

2.2. Out-of-Area Booking Penalty

The Student is responsible for verifying their location is on the accepted list before booking. If a Student books a lesson and the Instructor arrives at the specified location only to discover the pickup point is outside the designated service area, the Instructor reserves the right to immediately cancel the lesson. The full lesson fee will be forfeited in this instance.

2.3. Travel Time Policy

All lesson times are calculated from the scheduled appointment time. Travel time required between suburbs is accounted for by GRDA and does not reduce the Student's hands-on driving time.

3. Mandatory Identification and Verification

3.1. Verification Requirement

The Student acknowledges that GRDA is legally required to confirm the identity and licence status of every individual who operates its vehicle.

3.2. Acceptable ID

For all bookings (lessons or PDA car hire), the Student must either (a) upload a clear copy of their current, valid Western Australian Learner's Permit/Driver's Licence via the booking portal, or (b) email a copy to Admin@goldenroaddriving.com.au immediately after booking, or (c) present the original, valid document to the Instructor at the commencement of the service.

3.3. International Licence Holders

Students presenting an international driver's licence must also present any other official photographic ID upon request.

3.4. ID Usage

This identification is collected and retained for the strict purposes of (i) confirming identity, (ii) verifying legal driving status, (iii) insurance compliance, and (iv) establishing liability for any fines, penalties, or damages.

3.5. Forfeiture

Failure to produce the required valid ID at the time of service will result in the immediate cancellation of the booking, and the full lesson/service fee will be forfeited.

4. Golden Road Driving Academy Responsibilities

4.1. Instructor & Vehicle

GRDA guarantees to honor all confirmed bookings and will provide a registered, insured, safe, roadworthy vehicle. The Instructor is fully licensed, holds a current Western Australian Driver's Licence, a current National Police Check, and Working with Children registration.

4.2. Fitness to Drive

Both the Instructor and the Student must have a 0.00% BAC and no illicit substances present during the lesson, as required by law.

4.3. No Pass Guarantee

There is no guarantee that a student will be successful and pass on the day of their license test. GRDA is not responsible for any mistakes made on the day. There are no refunds if a student fails their test.

5. Safety and Duty of Care

5.1. Evasive Action

The Student accepts that, in the unlikely event evasive action is required, the Instructor may take any required action to assume control of the vehicle, including overriding the steering, pedals, gears, and signals.

5.2. In-Car Recording (Video and Audio Consent)

Dash-cams and in-car cameras are always operating and recording both video and audio during all lessons and services. The Student, and their legal guardian (where applicable), consents to this recording. GRDA may use any footage and/or audio for the strict purposes of accident evidence, insurance claims, safety, and driver training professional development.

5.3. Student Liability

The Student is required to operate the vehicle only as instructed and always act in a responsible and careful manner. Any willfully illegal or dangerous act by the Student while in control of the vehicle could result in damage, injury, fines, or other damages for which the Student will be fully liable. The relevant insurance excess will be due on request.

6. Release and Indemnity

6.1. Assumption of Risk

The Student acknowledges that driving is a serious and potentially dangerous practice, and that involvement in an accident is possible during a lesson.

6.2. Release of Liability

In the event of an accident, regardless of the cause, the Student and the Student's legal guardian release, discharge, and hold harmless Golden Road Driving Academy, its officers, employees, and agents from all present and future claims.

6.3. Insurance Excess

Where an "at fault" insurance claim arises for damage to a vehicle or any other property while the Student is driving, the full insurance excess will be due on request. Where a "not at fault" claim arises, the insurance excess will not apply.

7. Third-Party Services

7.1. External Platforms

We use third-party platforms to facilitate our business operations. Specifically, Acuity Scheduling is used for all bookings, and Stripe and PayPal are used to process all payments. GRDA is not responsible for any downtime, errors, or issues that arise from these third-party providers.