



# Terms and Conditions

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## 1. Interpretation and application

- 1.1. In these terms and conditions (the “Conditions”) “We”, “Us” or “Our” means Murri’s on the Move Driving School Limited trading as Murri’s on the Move Driving School and Murri’sonthemove.com.
- 1.2. Murri’s on the Move Driving School Limited is incorporated and registered in Queensland, Australia with company number 161 678 968 whose registered office address is at 3 Reilly Road, Nambour, Queensland 4560.
- 1.3. “You” or “Your” means you the customer.
- 1.4. You must read these Conditions in full as they set out the complete terms upon which We have agreed to provide and You have agreed to obtain driving lesson tuition from Us.
- 1.5. We and Your Driving Instructor reserve the right to charge for any lessons affected by Your failure to comply with any of these Conditions.

## 2. Driving Lesson Tuition with Murri’s on the Move Driving School

- 2.1. Murri’s on the Move Driving School offer driving lesson tuition with a Murri’s on the Move Driving Instructor (“Your Driving Instructor”).

## 3. Your Driving Instructor

- 3.1. Your Driving Instructor is one of Our employees. No contractual liability shall arise or subsist between You and Us. We will endeavour to assist You with Your requirements. All of Our Driving Instructors are licenced to carry on business as driving instructors and have obtained such licences from the Accredited Driving Standards Agency, which is an executive agency of the Department for Transport and Main Roads.

## 4. Lesson Tuition

- 4.1. Lesson Tuition is only available to persons who meet the following criteria:

- 4.1.1. Aged over 16 or and
- 4.1.2. Who hold a valid QLD driving licence (“Licence”) and
- 4.1.3. Who are legally entitled to drive in the Qld.

### 4.2 Your responsibilities.

- 4.2.1. It is Your responsibility to ensure that You have the appropriate Licence and the Licence must be presented to Your Driving Instructor prior to the commencement of Your tuition.
- 4.2.2. Your Instructor reserves the right to refuse to provide You with lesson tuition or to cancel any lessons You have agreed to or booked, without liability, if You fail to provide him/her with the Licence prior to Your first lesson.
- 4.2.3. Your lesson tuition is governed by a contract between You and Your Instructor. Accordingly, You and Your Instructor are responsible for arranging the date, time, pick-up location and duration of Your lessons.
- 4.2.4. You will treat Your Instructor with respect and follow Your Instructor’s reasonable instructions, particularly with regard to matters affecting Your health and safety or the health and safety of others.
- 4.2.5. You will be sent via text message a reminder of Your driving lesson the day before Your Driving lesson with time and pick up details. You MUST respond ‘yes’ to confirm Your attendance. Failure to do so, will result in a default where Your driving lesson being will be cancelled and Lesson Cancellation Policy



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### 4.3 Your Driving Instructor's responsibility.

- 4.3.1. Provide You with lesson tuition at the hourly rate communicated to You from time to time;
- 4.3.2. Recommend what are, in their opinion, the most appropriate training methods and aids to help You study for Your theory and provisional licence or licence test;
- 4.3.3. Design a course of lessons to match Your specific driving and learning needs from Your first lesson right through to Your practical test;
- 4.3.4. Provide You with lessons which will last one hour or such other duration as You and Your Instructor will agree in advance;
- 4.3.5. Provide a presentable, registered, modern, properly maintained and dual controlled vehicle for each lesson;
- 4.3.6. Recommend, where appropriate, advanced courses to help You develop Your skills for; motorway driving and driving in wet weather conditions;
- 4.3.7. Give You relevant feedback during Your lesson and record Your development in Your training assessment at the end of each lesson;
- 4.3.8. Monitor Your progress, advise and recommend what is, in their opinion, the appropriate time to book Your mock practical test and once it has been agreed between you both, apply for Your practical driving test and where required, they will advise whether it should be subsequently rescheduled;
- 4.3.9. Provide training on a one-to-one basis;
- 4.3.10. Honour the full time booked for each lesson, which should include an introduction, practical training and a debrief at the end of Your lesson.
- 4.3.11. At all times conduct themselves in a professional manner including;
  - i. being courteous and considerate to You
  - ii. avoiding physical contact except in an emergency
  - iii. not smoking during Your lessons
  - iv. restricting mobile phone use to emergencies or for Your benefit;
- 4.3.12. Reserve the right to cancel a lesson or finish a lesson early on grounds of road safety
- 4.3.13. Not discriminate against You and will always abide by the law;
- 4.3.14. Endeavour to be on time at the agreed pick-up point and be available for the full duration of the lesson booking, subject to any circumstances beyond their control;
- 4.3.15. Endeavour to give You one working days notice (excluding Public Holidays) should a lesson need to be rescheduled;
- 4.3.16. Respond professionally to any worries or issues that You may have and try to resolve them to Your satisfaction.
- 4.3.17. If Your Driving Instructor is for whatever reason unable to comply with their obligations to You, both We and Your Driving Instructor reserve the right to arrange for an alternative Driving Instructor to provide You with some or all of Your driving tuition. We will use Our best endeavours to notify You or the alternative instructor who will provide You with Your lesson tuition. If We or Your Instructor are unable to arrange for an alternative Instructor to provide Your lesson tuition, or in the event of a mechanical breakdown of the vehicle in which You have been learning to drive, or for any other reason, the Instructor reserves the right to rearrange Your lessons for a time convenient to both You and the Instructor.



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## 5. Lesson Cancellation Policy

- 5.1. You must give Your Instructor at least one working days' notice (excluding Saturdays, Sundays and Public Holidays) (the "Minimum Notice") if You wish to cancel or rearrange a driving lesson, otherwise You will be liable to pay for 50% of the lesson fee.
- 5.2. Where You have pre-paid for any lesson but fail to attend or provide the Minimum Notice to cancel or rearrange the lesson, it will be counted as a lesson taken for the purposes of the lesson cancellation policy and You will be liable for the lesson fee.
- 5.3. You will not be able to sell or transfer any driving lessons which You have pre-paid for to any third party, without obtaining Our prior written consent.
- 5.4. You MUST reply to your driving lesson reminder (or sooner when You are aware that You cannot attend Your driving lesson) the day before Your driving lesson. Failure to do so will result in a default of Your driving lesson and no refund (if prepaid) will be given. A cancellation fee of \$25 will be charged to You on your next driving lesson.

## 6. Insurance

- 6.1. Your Instructor will carry the appropriate motor insurance and be able to provide such documentation, should You be involved in an accident, whilst under the supervision of Your Instructor.

## 7. Price Changes

- 7.1. We reserve the right to change the price of all Our learner driver products including all Lessons, at any time.

## 8. Non-Block Booked Tuition

- 8.1. The price of lessons that have not been pre-paid may be changed at any time. You will receive prior notice of any price increases.

## 9. Block Booked Tuition

- 9.1. The cost of Block Booked tuition is based on the lesson price in force at the time that the booking is made and will be honoured for a period of 6 months from the date of the booking. We reserve the right to increase the price of any unused tuition time.

## 10. Special Offers & Freedom Offers

- 10.1. We also reserve the right to introduce (and to withdraw) offers from time to time in respect of both Our driving tuition together with any other products that We may decide.
- 10.2. Such offers will not affect the price of Block Bookings unless it is expressly stated within the offer.
- 10.3. These terms and conditions shall apply to the special offers, in each of the particular 'terms of the offer', which shall be published on the Website [www.murrisonthemove.com](http://www.murrisonthemove.com)
- 10.4. Gift Vouchers:
  - 10.4.1. All Vouchers must be paid for in full before your voucher can be sent out.
  - 10.4.2. Vouchers are valid for six months from the start date on your voucher.
  - 10.4.3. The vouchers are non-refundable and are not transferable.

## 11. Payment

- 11.1. You must pay for Your product(s), good(s) or lesson(s) in advance using the following methods:



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*11.1.1.* payment via direct deposit to Murri's on the Move Driving School Westpac Bank account details BSB: 034-198, Account Number: 484770.

*11.1.2.* You can send cheques to the following addresses or give them to Your Instructor,

*i.* For Murri's on the Move Driving School Ltd: PO Box 1277, Nambour Qld 4560

*11.1.3.* payment via cash made directly to Your Murri's on the Move Driving Instructor.

### 12. Acknowledgement

*12.1.* Where You make any payments directly to Your Instructor and the Instructor fails to pass on such payments to Us, neither We nor the Agent will be liable for any shortfalls in such payments or any missing payments or any other failure on the part of the Instructors to forward such payments on to the Agents or Us and You acknowledge that You will at all times be liable for any payments that remain outstanding to Us.

*12.2.* Further, You acknowledge that it is Your responsibility to ask for and to obtain appropriate receipts or other proofs, in relation to all payments You make to Your Instructor or any of Our Instructors. Where We are able to, We will endeavour to assist with any discrepancies in payments You have made without ever accepting liability for the same. Subject to You having sufficient funds, all online payments that You make will be shown on Your Murri's on the Move account within 24 hours of being made. Payments made using other methods, may take longer to be credited into Your Murri's on the Move account.

*12.3.* We do not accept responsibility or liability for any payments however made, being lost, delayed, misappropriated, rejected, tampered with, being short of the required amount or any overpayment on Your part. It is Your responsibility to ensure that You have sufficient funds to make all payments to Us and to ensure that You have paid Us the correct amount.

### 13. Refund Policy

#### *13.1.* Lesson Tuition

*13.1.1.* You are entitled to cancel Your lesson tuition up to 7 days following the date of commitment ("Booking Date"). If You have not taken any lesson(s) within the first 7 days of the Booking Date You will be entitled to a full refund of any amounts paid, subject to deduction of the Refund Charge (clause 13.1.4)

*13.1.2.* If You have taken lesson(s) within the first 7 days, and You wish to cancel You will not be eligible for a refund on any lessons taken.

*13.1.3.* No refund is payable where a period of 12 months has lapsed since Your last lesson.

*13.1.4.* If You are entitled to any refund, You will be required to pay an administration charge of \$30 to process the refund (the "Refund Charge"). The Refund Charge will be deducted from each refund that is paid back to You.

*13.1.5.* Where it is possible to do so, and We agree to refund You any amounts, We will do so using the same method You used when You made the payment. If for any reason We are unable to refund You using the same method with which You paid, We reserve the right to refund You by any other method We deem appropriate.

*13.1.6.* Refunds may take up to 28 working days to reach You or Your account.

#### *13.2.* Learner Driver Products

*13.2.1.* If any of the goods You receive are damaged or faulty on receipt, You must inform Us within 48 hours of receipt and where it is possible, We will provide You with replacements of any goods which are faulty or damaged. If We are unable to replace such goods, We will notify You and You may be entitled to a refund.



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- 13.2.2. You will not be eligible for any refund or replacement of the goods if:
- a. Any goods that You return to us are in Our opinion used, damaged or not within their original packaging; or
  - b. You decide You no longer want the goods and do not return them with 10 days of Your purchase; or
  - c. You fail to inform Us of any faulty or damaged goods within 48 hours of receiving them.
  - d. Postage and Packaging (P&P) is non-refundable in all cases.

### 14. Limitation of Liability

- 14.1. We have, or shall have any liability to You in relation to any injury, loss or damage arising from the use of the tuition vehicle or from the facts or omissions of Your Instructor or any other one of Our Instructors.
- 14.2. We will not in any event be liable for any losses relating to any business interests that You may have including but not limited to loss of profits, business, loss of opportunity or any business interruptions or delays that You may incur. This does not apply to any claim You may have for personal injury or death and nothing in these Conditions will affect Your statutory rights.
- 14.3. We do not guarantee to provide or procure the provision of any of the services referred to in these Conditions if We are prevented from doing so in circumstances beyond Our reasonable control, including without limitations, the activities of civil government authorities, third party industrial disputes, internal industrial disputes where We have taken reasonable steps to prevent the effects of such action on any of the services set out in these Conditions but have been unable to do so; acts of God, or severe weather conditions We reserve the right to make reasonable changes to the services referred to in these Conditions and to these Conditions for any reason We deem necessary.
- 14.4. Where We do make any such changes, We will give You reasonable notice of the changes. If as a direct result of such changes the services We provide to You are substantially varied to Your detriment, and where We are satisfied of the same, You may cancel Your agreement with Us by giving not less than 30 days' notice in writing to Our address below.
- 14.5. Any refunds that You may be entitled to will be dealt with in accordance with Our Refund Policy set out above. If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, void ability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions shall continue in full force and effect..
- 14.6. Informing You about Products and Services. If You decide You do not wish to receive such information, please inform Us, but be aware that this will prevent You from receiving Our special offers and/or promotions.

### 15. Data Protection

- 15.1. For the purposes of the Data Protection Act 1998, the data controller in relation to the information You supply is Murri's on the Move Driving School Limited,(Company No: 161 678 968), 3 Reilly Road, Nambour, Queensland 4560.
- 15.2. We may use the information You provide for administration, marketing, customer services and profiling Your purchasing preferences. We may also disclose Your information to Our service providers and agents for these purposes. If You do not want Us to contact any third parties with this information, You must notify Us of Your objection within 24 hours of accepting these Conditions. When You give Us information about another person, You confirm that they have authorised You to



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act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

*15.3.* You have the right to ask for a copy of Your information (for which We will charge a reasonable fee to cover Our administration costs) and to correct any inaccuracies contained therein.

### 16. Complaints Procedure

*16.1.* If You have any concerns or complaints about any part of Your driving tuition which cannot be resolved with Your Instructor, please contact the local Area Director.

*16.2.* Where Your Area Director is unable to resolve Your complaint, You will be entitled to escalate the matter to Our Customer Care Department by writing to Customer Care at the address below.

*16.3.* The Customer Care team will use reasonable endeavours to respond to your written query within 10 working days. Email at [k.turner@Murri'sonthemove.com](mailto:k.turner@Murri'sonthemove.com)

*16.4.* We may record telephone calls for staff training and evidential purposes.