DRIVE LOCAL

Independent Instructor Referral Agreement

Instructor Terms & Conditions

Platform operator: Sam Vic Group Pty Ltd, trading as Drive Local
ABN: 28 615 634 743
Website: https://drivelocal.com.au/
Version: 1.1 — November 2026
Effective date: The date this Agreement is electronically accepted by the Instructor and Drive Local approves the Instructor's registration.

1. About this Agreement

1.1 This Agreement is between Sam Vic Group Pty Ltd, trading as Drive Local (**Drive Local**, **we**, **us** or **our**), and the individual or legal entity identified in the instructor registration (**Instructor**, **you** or **your**).

1.2 Drive Local operates an online advertising, referral, booking and payment platform connecting learners with independent driving instructors in Australian locations supported by the platform.

1.3 Under this Agreement, you supply driving instruction, test preparation and other agreed instructor services directly to learners. Drive Local supplies platform services and does not itself deliver your driving instruction.

1.4 A **Platform Booking** is a booking made through Drive Local and accepted by you, including a booking accepted automatically under availability and booking settings you have authorised.

1.5 Before a booking is confirmed, the learner must be informed of the identity of the instructor business supplying the service, the total price and the applicable booking conditions.

1.6 Nothing in this Agreement excludes or restricts any right, remedy or obligation that cannot lawfully be excluded or restricted.

2. Independent business relationship

2.1 The parties intend to establish an independent business relationship. This Agreement does not, by itself, create an employment relationship, partnership, joint venture or general agency.

2.2 Your legal status and statutory entitlements depend on applicable law and the actual relationship between the parties.

2.3 Subject to law, safety requirements and accepted bookings, you manage your business, vehicles, operating expenses, availability, service areas and methods of instruction.

2.4 You may work for other businesses and platforms and obtain your own customers. You are not required to accept a minimum number of bookings or work minimum hours.

2.5 You may accept or decline proposed bookings before confirmation. You must keep any authorised automatic booking settings accurate.

2.6 Any standard platform price, discount or promotion affecting your remuneration must be disclosed to and agreed by you before it applies. You remain free to set prices for services independently obtained outside Drive Local.

2.7 Each party is responsible for its own statutory obligations. This Agreement does not transfer any employment, superannuation, tax, insurance or other obligation that the law places on the other party.

3. Registration and ongoing eligibility

3.1 You must provide accurate and current registration information, including, where applicable:

- Your legal name, business name, ABN and GST registration status.
- Contact details and nominated payment details.
- Driver licence and driving instructor authorisation.
- Vehicle registration and evidence of insurance covering paid driving instruction.
- Working with Children Checks and other legally required clearances.
- Service areas, vehicle transmission type and availability.

3.2 Drive Local may reasonably verify this information and request updated evidence. Approval is not a guarantee of future bookings or a substitute for your own compliance obligations.

3.3 You must maintain all authorisations, clearances and insurance required for the services and locations in which you operate.

3.4 You must immediately notify Drive Local of any expiry, suspension, cancellation, restriction or other change materially affecting your eligibility or ability to provide services safely and lawfully. You must stop affected services until the issue is resolved.

3.5 You must not allow another person to deliver services under your profile. A replacement must be separately verified and approved, and the learner must agree to the change.

4. Referral commission

4.1 You agree to pay Drive Local a commission equal to **20% of the Service Amount** for each completed service obtained through a Platform Booking.

4.2 The **Service Amount** is the amount actually received for your completed service, including any GST charged on that service, after applicable discounts and refunds.

4.3 Commission applies to driving lessons, test preparation, instructor-provided test packages, test vehicle hire and other instructor services expressly identified as commission-bearing before booking acceptance.

4.4 Separately identified government test fees, statutory charges, gratuities and amounts collected solely for unrelated third parties are excluded from the Service Amount.

4.5 The 20% commission includes GST on Drive Local’s commission where applicable. GST is not added on top of the 20%.

4.6 You retain 80% of the Service Amount, subject only to adjustments expressly permitted under this Agreement. You remain responsible for your own expenses and tax obligations.

4.7 For example, where the Service Amount is $100, Drive Local’s commission is $20 and your entitlement is $80 before your expenses and tax obligations.

4.8 No commission is payable on a cancelled or undelivered service, including an amount lawfully retained solely as a cancellation or no-show charge.

4.9 Where a service is partly delivered and a fee is lawfully retained for that delivered portion, commission applies only to that amount.

4.10 For packages, commission is calculated progressively on completed services using the allocation disclosed when the package is accepted. If no allocation is disclosed, the amount paid is allocated proportionately using the individual service prices shown at purchase.

4.11 A refund of a completed service results in a corresponding reduction in commission. Amounts already distributed will be reconciled accordingly.

4.12 No additional compulsory platform, payment processing or administration charge may be imposed without your express agreement before it applies.

5. Payments and transaction records

5.1 You appoint Drive Local as your limited payment collection agent for Platform Bookings paid through the platform. This authority is limited to collecting, accounting for, refunding and distributing booking payments under this Agreement.

5.2 Payment received by Drive Local or its authorised payment provider on your behalf satisfies the learner’s payment obligation to the extent received. You must not require the learner to pay that amount again.

5.3 Drive Local will arrange payouts weekly. Cleared amounts for completed services will ordinarily be included in the next weekly payout and, in any event, within five business days after funds clear and completion is confirmed, subject to clause 5.8. Bank processing may affect when funds arrive.

5.4 Prepayments for undelivered services are not yet payable to you. Package payments are released as the relevant services are completed.

5.5 Direct collection from a learner is permitted only where enabled for the booking or agreed in writing. You must accurately record receipt, and the commission becomes payable once the service is completed and payment is received.

5.6 Before automatically charging your nominated payment method for a commission collected separately, Drive Local must provide an itemised statement at least seven calendar days before the charge.

5.7 You may raise a genuine dispute before the scheduled charge. The disputed portion will not be automatically charged while it is reasonably investigated. Undisputed amounts remain payable.

5.8 Drive Local may temporarily withhold only an amount reasonably connected with a genuine refund claim, chargeback, suspected fraud, payment reversal or legal requirement. We will explain the reason and amount unless legally prohibited, review the hold promptly and release unaffected funds.

5.9 Refunds and payment reversals will be allocated according to the cause and each party’s legal responsibility. You are not automatically responsible for losses caused by Drive Local or its payment systems. No additional chargeback fee is payable without prior express agreement.

5.10 Drive Local must provide accessible statements showing booking payments, commissions, adjustments and payouts. Each party must provide invoices, tax invoices or adjustment documents where legally required.

5.11 Any deduction or recovery must be itemised, supported and authorised by this Agreement or law. The same amount must not be recovered twice.

6. Professional and safety obligations

6.1 You must provide services with due care and skill, safely, lawfully and in accordance with the accepted booking.

6.2 You must:

- Maintain required qualifications, authorisations and clearances.
- Use roadworthy, registered vehicles with insurance covering the intended services and all legally required equipment and dual controls.
- Check learner licence or permit eligibility and applicable conditions.
- Observe road safety, workplace safety, anti-discrimination and safeguarding laws.
- Treat learners respectfully and maintain appropriate professional boundaries.
- Keep accurate service and incident records where reasonably necessary or legally required.

6.3 You exercise professional judgment about routes, learner ability, lesson content, safety and test readiness. You must not guarantee a learner will pass a driving test or obtain a licence.

6.4 You may refuse to start, pause or end a service where reasonably necessary for safety or legal compliance. You must explain the reason where safe to do so and promptly record it. Any payment or refund decision must comply with law and the applicable booking policy.

6.5 You must promptly report serious incidents involving a Platform Booking to Drive Local, after taking necessary emergency steps. Reporting to Drive Local does not replace reporting to police, regulators or insurers.

7. Insurance and responsibility for loss

7.1 You must maintain insurance suitable for your services, including compulsory motor insurance, cover permitting paid driving instruction and any other cover required by law or expressly agreed during registration.

7.2 Each party is responsible for its own negligent acts, omissions, misconduct, contractual breaches and breaches of law.

7.3 To the extent permitted by law, you indemnify Drive Local against reasonable losses, liabilities and expenses arising from a third-party claim, but only to the extent directly caused by your negligence, unlawful conduct or breach of this Agreement.

7.4 The indemnity does not cover loss to the extent caused or contributed to by Drive Local, its personnel or another person for whom you are not legally responsible.

7.5 Drive Local must promptly notify you of an indemnified claim, take reasonable steps to minimise loss and allow you and your insurer a reasonable opportunity to participate in its defence. Drive Local must not settle a claim at your expense without your consent, which must not be unreasonably withheld.

7.6 Nothing in this Agreement excludes Drive Local’s responsibility for its own platform services or limits non-excludable rights.

8. Learner cancellations, complaints and refunds

8.1 The contract for your instruction services is between you and the learner. Drive Local remains responsible for its own services and representations.

8.2 The cancellation and refund policy disclosed before booking acceptance applies to that booking, subject to law. Later policy changes do not retrospectively reduce existing rights.

8.3 You must review the applicable policy before accepting bookings and cooperate reasonably with cancellations, rescheduling, complaints and lawful remedies.

8.4 Drive Local may receive complaints, obtain relevant information and facilitate resolution. You must respond promptly and provide reasonably requested records, subject to privacy and legal obligations.

8.5 Drive Local may process a refund on your behalf where:

- You authorise it.
- The refund follows the disclosed booking policy.
- A refund is required by law or a binding payment-provider process.

8.6 Where practicable, Drive Local will notify you and give you a reasonable opportunity to respond before processing a disputed refund. This must not delay a remedy required by law.

8.7 Refund costs must be allocated according to each party's responsibility. A discretionary goodwill payment made by Drive Local is not chargeable to you without your agreement.

8.8 Neither party may require a learner to waive statutory rights or make withdrawal of a genuine complaint a condition of a legally required remedy.

9. Booking integrity

9.1 You must keep your availability, service descriptions and profile information accurate.

9.2 You must honour accepted bookings unless a legitimate safety, legal or other reasonable circumstance prevents performance.

9.3 If you cannot attend, promptly notify Drive Local and the learner and cooperate in arranging an agreed replacement, rescheduling or refund.

9.4 You must not falsely record service completion, conceal payments or deliberately divert an accepted Platform Booking to avoid commission.

9.5 No commission is automatically payable on separate future services independently arranged outside the platform. This does not permit disguising or diverting an existing Platform Booking.

10. Drive Local's platform obligations

10.1 Drive Local will exercise reasonable care and skill in providing its platform services.

10.2 Drive Local does not guarantee minimum bookings, earnings or uninterrupted availability.

10.3 Where reasonably practicable, Drive Local will provide notice of planned interruptions and assistance with affected bookings.

10.4 Drive Local may verify profiles, investigate complaints and take proportionate steps to address genuine safety, compliance, fraud and payment concerns.

10.5 Platform verification and safety requirements do not replace your professional obligations or determine either party's legal status.

11. Privacy, security and confidentiality

11.1 Each party must comply with privacy, data security and direct marketing laws applying to it.

11.2 You may use learner information received through Drive Local only as reasonably necessary for bookings, service delivery, safety, support, legal compliance or another separately authorised purpose.

11.3 You must not sell learner information or use it for unrelated marketing without a lawful basis and any required consent.

11.4 Each party must apply reasonable safeguards, restrict access to authorised people and retain information only as long as reasonably necessary or legally required.

11.5 You must protect account credentials and promptly report suspected unauthorised access.

11.6 Each party must notify the other without undue delay of a suspected data incident affecting shared information and cooperate in containment, investigation and legally required notifications.

11.7 Confidential business information must be protected. This does not prevent lawful disclosures to advisers, insurers, regulators, courts or persons exercising protected statutory rights.

12. Profiles, content and branding

12.1 You retain ownership of content you supply. You grant Drive Local a non-exclusive, royalty-free licence to use that content to operate the platform and promote your listed services during this Agreement.

12.2 You must have permission to supply the content and must not provide misleading material or infringe another person’s rights.

12.3 On termination, Drive Local will stop new promotional use and remove your active listing within a reasonable time. Records may be retained where reasonably necessary for legal, transaction or dispute purposes.

12.4 You may describe yourself as an independent instructor listed on Drive Local. You must not misrepresent your authority to act for Drive Local.

12.5 Drive Local branding remains its owner’s property. Permission to use it ends on termination unless otherwise agreed.

13. Suspension and termination

13.1 Either party may terminate this Agreement on 14 days’ written notice without an early termination fee.

13.2 Drive Local may immediately restrict or suspend access where reasonably necessary to address a serious safety risk, suspected fraud, loss of required authorisation or significant legal non-compliance.

13.3 Any restriction must be proportionate. Drive Local will provide reasons and an opportunity to respond as soon as reasonably practicable, unless prohibited by law.

13.4 Before terminating for a remediable breach, Drive Local will ordinarily provide written details and at least seven calendar days to remedy it. A shorter period or immediate termination may apply where reasonably necessary because of serious risk, an irremediable breach or a legal requirement.

13.5 You may immediately stop affected services or terminate where continuing would be unsafe or unlawful.

13.6 You may request review of a suspension or termination through Drive Local’s published contact channel. Where practicable, a person not responsible for the original decision will conduct the review.

13.7 These provisions operate subject to mandatory notice, consultation, deactivation and other statutory protections.

13.8 On termination, the parties must reasonably cooperate to complete, reschedule, transfer with learner consent or cancel outstanding bookings. No instructor is required to provide unsafe or unlawful services.

13.9 Outstanding payments must be reconciled under clause 5. Termination does not justify withholding unrelated funds or accelerate commission on undelivered services.

13.10 Accrued rights and provisions intended to continue, including payment reconciliation, privacy, confidentiality and dispute resolution, survive termination.

14. Changes to this Agreement

14.1 Changes to commission, compulsory charges, payment obligations or other material rights require at least 30 days’ written notice and your express agreement before taking effect.

14.2 Silence or continued platform use alone does not constitute acceptance of a material change.

14.3 Changes do not retrospectively alter accepted bookings or accrued rights.

14.4 You may reject a proposed material change and terminate before it takes effect without an early termination fee.

14.5 Minor administrative changes may be made on reasonable notice if they do not materially disadvantage you. Changes required by law apply only to the extent and from the time legally required.

15. Disputes and notices

15.1 A party raising a dispute should provide written details and the outcome sought. The parties will attempt to resolve it in good faith.

15.2 If unresolved after 14 days, either party may propose mediation. Mediation requires agreement on the mediator and costs.

15.3 This process does not prevent urgent relief, a statutory claim, a regulator complaint or access to a competent court or tribunal.

15.4 Notices may be sent to your registered email address or to Drive Local through the contact channel published on its website. Both parties must keep contact details current.

15.5 Material contractual notices must be sent by email or another agreed durable written method. A website update alone is insufficient.

16. Governing law and general provisions

16.1 Victorian law governs this Agreement, subject to mandatory Commonwealth, state and territory laws.

16.2 The parties submit to the non-exclusive jurisdiction of Victorian courts and any other court or tribunal with lawful jurisdiction.

16.3 If a provision is unenforceable, it is ineffective only to the necessary extent. The remaining provisions continue where legally possible.

16.4 This Agreement and expressly accepted booking arrangements form the agreement for the platform services. No policy overrides this Agreement merely because it is posted online.

16.5 Nothing excludes liability for misleading conduct or removes mandatory consumer, workplace, contractor or other statutory protections.

17. Electronic acceptance

17.1 By selecting the acceptance checkbox and submitting registration, you confirm that:

- You are the named Instructor or authorised to bind the named instructor business.
- You have had an opportunity to read, download and seek advice about this Agreement.
- Your registration information is accurate.
- You agree to the 20% commission and the payment arrangements in this Agreement.
- You agree to comply with these Instructor Terms & Conditions.

17.2 Drive Local will retain the accepted version, acceptance date and registration details and make a copy available to you.

17.3 Payment authorisations operate only within clause 5 and applicable law. Acceptance does not waive statutory rights.

Registration checkbox:

☐ I have read and agree to the Drive Local Independent Instructor Referral Agreement, Version 1.1, including the 20% commission and payment arrangements.

End of Agreement