DRIVE LOCAL

Learner Terms & Conditions

Platform operator: Sam Vic Group Pty Ltd, trading as Drive Local
ABN: 28 615 634 743
Website: https://drivelocal.com.au/
Version: 1.0 — November 2026
Effective date: The date these terms are first published on the website.

1. About Drive Local and these terms

1.1 These terms apply when you use Drive Local to book driving lessons, driving-test preparation, instructor-provided test packages or related services.

1.2 **Drive Local**, **we**, **us** and **our** mean Sam Vic Group Pty Ltd, trading as Drive Local. **You** and **your** mean the person making the booking and, where relevant, the learner receiving the service.

1.3 Drive Local provides an online platform connecting learners with independent driving instructors. We provide booking, payment and customer support services.

1.4 Your selected instructor business supplies your driving instruction. Its identity must be disclosed before your booking is confirmed. Your contract for instruction is with that business; your contract for Drive Local's platform services is with us.

1.5 Drive Local remains responsible for its own services, representations and obligations under applicable law. The instructor's independent status does not remove rights you may have against either party.

1.6 These terms apply together with the booking details and cancellation conditions disclosed before purchase. The version accepted when you book applies to that booking.

1.7 Nothing in these terms excludes, restricts or modifies rights or remedies that cannot lawfully be excluded, including under the Australian Consumer Law.

2. Eligibility and bookings for younger learners

2.1 You must meet the legal requirements for the service booked, including the relevant minimum age, licence or learner permit requirements and any applicable conditions.

2.2 If you are under 18, a parent or guardian must approve the booking and these terms. Drive Local may request reasonable confirmation.

2.3 A parent, guardian or other adult making a booking for a learner must have authority to do so, provide accurate information and ensure the learner receives the relevant booking and safety requirements.

2.4 Making a booking for someone else does not make you automatically responsible for that person's negligent acts or all losses associated with their lesson.

3. Accounts and information

3.1 You must provide accurate contact, learner and booking information and keep it reasonably up to date.

3.2 You must protect your account credentials and promptly notify Drive Local if you suspect unauthorised access.

3.3 You must not use the platform for fraud, harassment, unlawful activity or bookings you do not intend to honour.

3.4 You are not automatically responsible for unauthorised transactions merely because they occurred through your account. Responsibility depends on the circumstances and applicable law.

4. Making and confirming a booking

4.1 Before confirming a purchase, you must be shown the relevant:

- Instructor business and service.
- Date, time, duration and pickup arrangements.
- Vehicle transmission type.
- Total price and any separately payable fees.
- Cancellation conditions.
- Package inclusions and any applicable expiry conditions.

4.2 A booking is confirmed when Drive Local issues a booking confirmation. A booking request or payment authorisation alone does not necessarily confirm availability.

4.3 Check your confirmation and promptly report any error. This does not limit your rights if Drive Local or the instructor made the error.

4.4 Booking times are local to the place where the service will take place.

4.5 A confirmed instructor, transmission type or material service feature will not be changed without your agreement. If the agreed service cannot be supplied, you may choose an acceptable alternative or a refund for the affected undelivered service.

4.6 If an obvious pricing or booking error occurs, we will explain it and seek your agreement to a correction. If you do not agree and the booking cannot reasonably be honoured, we will cancel it and refund the affected payment, subject to your statutory rights.

5. Prices and payments

5.1 Prices are in Australian dollars and include GST where applicable.

5.2 The total payable amount, including any compulsory fee, must be disclosed before you pay. Optional extras require your agreement.

5.3 Payment is due as stated at checkout. Any later payment must be separately disclosed and authorised.

5.4 Drive Local may collect payment on behalf of the instructor through an authorised payment provider. Payment received on the instructor’s behalf satisfies your payment obligation to that extent. You must not be charged twice for the same service.

5.5 The instructor’s commission arrangement with Drive Local does not create an additional charge payable by you.

5.6 Government test fees and other third-party charges are included only where expressly stated. Any excluded fee must be disclosed before purchase.

5.7 No automatic recurring payment or additional purchase is authorised simply by accepting these terms.

5.8 Prices may change for future purchases. A confirmed booking price will not be increased without your agreement.

6. Preparing for your lesson

6.1 You must bring or make available a valid licence or learner permit in a form accepted by the relevant licensing authority, including any required evidence of conditions.

6.2 You must comply with licence restrictions, including requirements for glasses, contact lenses or other aids.

6.3 Tell your instructor about any relevant condition, restriction or support need that may reasonably affect safe participation. Only information reasonably necessary for safety, legal compliance or an agreed adjustment should be requested.

6.4 You must be fit to drive and must not participate while impaired by alcohol, drugs, fatigue, illness or medication.

6.5 Be ready at the agreed pickup point at the confirmed start time and follow lawful, reasonable safety instructions.

6.6 Reasonable adjustments and accessibility needs should be discussed before booking where possible. Services must be provided consistently with applicable anti-discrimination law.

7. Lesson delivery and conduct

7.1 Your instructor must provide services with due care and skill, using an appropriately authorised instructor and a legally compliant vehicle.

7.2 Lesson content will be adapted to your experience, learning needs and safe progress. Your instructor exercises professional judgment about routes, activities and test readiness.

7.3 The booked duration includes instruction, briefing, feedback and necessary safety checks unless the service description states otherwise. Material planned travel or other non-instruction time must be disclosed before booking.

7.4 If you arrive late, the lesson may need to finish at the original end time. Any charge for missed time remains subject to clause 8.

7.5 If the instructor is late, you will receive the full booked duration at an agreed time or an appropriate refund for time not supplied. You do not have to accept an extension that is unsuitable for you.

7.6 Instructors and learners must treat each other respectfully. Harassment, discrimination, threats, violence and sexual misconduct are unacceptable.

7.7 An instructor may refuse to start, pause or end a lesson where reasonably necessary because of an immediate safety concern, unlawful conduct or serious misconduct. They must explain and record the reason where reasonably practicable.

7.8 A lesson ending early does not automatically mean the full fee is forfeited. Payment and refund outcomes depend on the circumstances, the service delivered, reasonable losses and your legal rights.

8. Learner cancellations, rescheduling and no-shows

8.1 You may cancel or request rescheduling through your account where available, or through Drive Local’s published contact channel. If the online function is unavailable, the time your cancellation message is received will be used.

8.2 For ordinary lessons, cancellation or rescheduling at least **24 hours before the start time** is free. You may choose a refund of the amount paid for the cancelled lesson or, where applicable, restoration of the package lesson.

8.3 For cancellations less than 24 hours before an ordinary lesson, a reasonable cancellation charge may apply, up to the booked lesson price.

8.4 Any late cancellation charge must reflect a reasonable estimate of the loss caused by the cancellation, taking account of costs saved and whether the time was rebooked. It must not operate as a penalty.

8.5 If you are absent from the agreed pickup point for 15 minutes after the start time, the instructor may treat the booking as a no-show after making reasonable attempts to contact you.

8.6 A charge may also apply if a lesson cannot lawfully or safely begin because you lack the required permit or are unfit to drive. The amount must be assessed reasonably under clauses 8.3 and 8.4.

8.7 Tell us promptly about emergencies, sudden illness or other exceptional circumstances. We will consider requests to waive or reduce charges fairly.

8.8 You must not be charged for a cancellation or non-attendance caused by Drive Local or the instructor.

8.9 Special notice requirements for test-day services apply only as set out in clause 11 and disclosed before purchase.

9. Instructor cancellations and interruptions

9.1 If Drive Local or your instructor cancels a service, you may choose an agreed rescheduled service or a full refund for the affected undelivered service. A package lesson may instead be restored if you prefer.

9.2 You do not have to accept a replacement instructor, credit or voucher instead of a refund to which you are entitled.

9.3 If breakdown, dangerous weather or another event interrupts a service, we will arrange a fair outcome based on what was delivered and your legal rights. Undelivered services will be rescheduled with your agreement or refunded.

9.4 Neither weather nor another event outside a party’s reasonable control automatically removes your refund or compensation rights.

10. Lesson packages and prepaid services

10.1 Package descriptions must identify the services included, their duration, total price, restrictions and any expiry date before payment.

10.2 Unless a lawful expiry date is clearly disclosed and expressly accepted before purchase, paid lesson entitlements do not expire.

10.3 Package availability remains subject to instructor availability. If the package cannot be supplied within a reasonable time, you may request a refund of the unused portion.

10.4 You may request a refund of unused package services at the proportionate discounted price actually paid.

10.5 For equal-value lessons, the unused refund is calculated by dividing the package price by the number of lessons and multiplying by the unused lessons. For mixed services, the allocation must be disclosed before purchase or otherwise calculated reasonably using their advertised individual values.

10.6 Completed lessons will not be retrospectively repriced at a higher single-lesson rate merely because you request an unused-package refund.

10.7 A valid cancellation charge may be deducted where permitted by clause 8 or 11, but the same loss must not be charged twice.

10.8 If your selected instructor becomes unavailable, we may offer a suitable alternative. If you do not accept it, you may request a refund of unused services.

11. Driving tests and test-day packages

11.1 The booking description must identify whether the price includes a warm-up lesson, transport, waiting time, vehicle hire or government test fees.

11.2 Unless expressly agreed otherwise, you are responsible for making the government test booking and meeting the licensing authority’s eligibility, identification and documentation requirements.

11.3 Instructor advice about test readiness does not guarantee eligibility, a test appointment, a pass or issue of a licence.

11.4 Cancellation or rescheduling of instructor-provided test-day services is free if requested at least **two business days before the scheduled service**, unless more favourable conditions were disclosed.

11.5 For shorter notice, a reasonable charge may apply up to the affected instructor service price, subject to the loss-based safeguards in clause 8. Government charges are dealt with separately under the authority’s rules.

11.6 For this clause, a business day is Monday to Friday excluding public holidays at the service location. Two business days means the corresponding time two business days before the scheduled start.

11.7 If the licensing authority cancels the test, you may choose a refund or rebooking of undelivered Drive Local instructor test-day services without a cancellation charge. Any separately completed lesson remains payable.

11.8 If the test cannot proceed because the instructor or their vehicle fails to meet applicable requirements, you may choose a refund or agreed rebooking of the affected services. Any entitlement to reimbursement of wasted test fees or other reasonably foreseeable loss is preserved.

11.9 If a test cannot proceed because you do not meet a requirement previously disclosed to you, any instructor cancellation charge must still be reasonable. Government refunds depend on the authority’s rules.

12. Promotions and gift vouchers

12.1 Promotional conditions must be disclosed before use. Discounts cannot be removed retrospectively from confirmed purchases.

12.2 A refund for a discounted service is based on the amount actually paid.

12.3 Where gift vouchers are offered, their value, restrictions and expiry must be clearly disclosed.

12.4 Purchased gift vouchers will be valid for at least three years from supply unless a lawful exception applies. We will not impose prohibited fees that reduce their value after purchase.

12.5 Gift vouchers and promotional credits are not redeemable for cash unless their conditions or applicable law require otherwise.

12.6 If a service paid for by voucher is refunded, the value may ordinarily be restored to the voucher, subject to any legal entitlement to a different remedy. A refund is not converted to a voucher without your agreement where you are entitled to money back.

13. Refund processing

13.1 Request a refund through Drive Local's published contact channel, identifying the booking and reason. We will acknowledge and assess the request promptly.

13.2 Approved refunds will ordinarily be processed within **10 business days**. Payment-provider or bank processing may affect when funds appear.

13.3 Refunds are returned to the original payment method where practicable, or another method agreed with the person entitled to receive them.

13.4 Statutory refunds are not subject to an administration fee or a requirement to accept platform credit.

13.5 Drive Local will coordinate refunds through the platform where it collected payment. An accounting dispute between Drive Local and an instructor must not delay a remedy legally due to you.

14. Australian Consumer Law

14.1 Services must meet the consumer guarantees applying under Australian law, including due care and skill, fitness for a disclosed purpose where applicable, and supply within a reasonable time where no time is agreed.

14.2 For a major failure, or a failure that cannot be remedied, you may have the right to cancel the affected service contract or recover compensation for the reduction in value of the services.

14.3 For a failure that can be remedied and is not major, the supplier is generally entitled to a reasonable opportunity to fix it. Further remedies may be available if it is not fixed within a reasonable time.

14.4 You may also be entitled to compensation for reasonably foreseeable loss or damage caused by a failure to meet a consumer guarantee.

14.5 The amount refundable depends on the circumstances, including services properly supplied before cancellation.

14.6 These rights apply independently of change-of-mind and cancellation policies. No provision in these terms requires you to waive them.

15. Driving risks, damage and personal property

15.1 Driving involves risks. You must follow lawful safety instructions, but acknowledging those risks does not waive your rights or release anyone from legal responsibility.

15.2 These terms do not make you automatically liable for vehicle damage, an insurance excess or injury merely because an incident occurred during your lesson.

15.3 Any claim against you must have a lawful basis and take account of the circumstances and each party's responsibility. No damage amount or insurance excess may be automatically charged to your payment method under these terms.

15.4 Responsibility for traffic infringements is determined by law and the circumstances.

15.5 Take reasonable care of your belongings. Responsibility for lost or damaged property remains subject to applicable law, including any negligence by Drive Local or the instructor.

16. Privacy and recordings

16.1 Drive Local handles personal information as explained in its Privacy Policy and applicable law.

16.2 Information reasonably necessary for your booking will be shared with the selected instructor and relevant service providers.

16.3 Only information reasonably necessary for booking, safety, support or legal compliance should be requested.

16.4 Optional marketing consent is separate from acceptance of these terms.

16.5 Any proposed audio, video or in-vehicle recording must be disclosed before the service, including its purpose, access and retention arrangements. Recording must comply with applicable law and any required consent.

16.6 Acceptance of these terms alone does not authorise use of your image, voice or testimonial for advertising.

17. Complaints and support

17.1 Contact Drive Local through the website’s published contact channel if you have a booking, payment, safety or service complaint. For an immediate emergency, contact emergency services.

17.2 We will acknowledge complaints promptly, investigate fairly and keep you reasonably informed.

17.3 Drive Local may obtain relevant information from you and the instructor to help resolve the issue. You may also raise a service concern directly with the instructor if you wish.

17.4 You are not required to resolve a complaint directly with the instructor before seeking Drive Local’s assistance.

17.5 If the complaint remains unresolved, you may contact Consumer Affairs Victoria or the consumer protection agency in your state or territory, or seek assistance from a competent court or tribunal.

17.6 You do not need to complete an internal complaint process before exercising a statutory right. Nothing prevents a truthful review or a lawful report to an authority.

18. Account restrictions and closure

18.1 Drive Local may proportionately restrict an account where reasonably necessary to address fraud, serious misconduct, security risks or unlawful use.

18.2 Where practicable and lawful, we will explain the reason and provide an opportunity to respond or request review.

18.3 Account restriction or closure does not automatically forfeit prepaid services, remove refund rights or cancel an unresolved complaint.

18.4 You may close your account through Drive Local’s contact channel. Existing bookings and unused balances must be resolved under these terms.

19. Changes and governing law

19.1 We may update these terms for future bookings. Material changes will be brought to your attention before you make another purchase.

19.2 Changes will not retrospectively increase confirmed prices, reduce prepaid entitlements or remove accrued rights without your express agreement, except to the extent required by law.

19.3 Victorian law governs these terms, subject to mandatory Commonwealth, state and territory laws.

19.4 You may bring proceedings in any court or tribunal with lawful jurisdiction. These terms do not require you to pursue a claim exclusively in Victoria.

19.5 If a provision is unenforceable, it is ineffective only to the necessary extent. The remaining lawful provisions continue.

20. Acceptance

Before completing a booking, you will be given an opportunity to read and retain these terms and the applicable cancellation conditions.

Booking checkbox:

☐ I have read and agree to the Drive Local Learner Terms & Conditions and the cancellation conditions shown for my booking. If the learner is under 18, I confirm that a parent or guardian has approved the booking.

End of Terms — Version 1.0, November 2026