

1. Definitions

- 1.1 “E2D” means Enable Services Pty Ltd T/A Enable 2 Drive, its successors and assigns or any person acting on behalf of and with the authority of Enable Services Pty Ltd T/A Enable 2 Drive.
- 1.2 “Guardian” means the parent/s and/or legal Guardian/s of the Student requesting from E2D, the provision of Lessons to the Student, and if there is more than one person requesting the provision of Lessons to the Student, is a reference to each person jointly and severally.
- 1.3 “Guarantor” means that person (or persons), or entity, who agrees to be liable for the debts of the Guardian/Student on a principal debtor basis.
- 1.4 “Student” means an individual currently enrolled or applying for enrolment with E2D.
- 1.5 “Child” means an individual currently enrolled or applying for enrolment with E2D who is aged under eighteen (18) years (where the context so permits, the terms Student and Child may be used interchangeably).
- 1.6 “Lessons” means the services provided by E2D to the Student, and:
- includes any training, advice or recommendations;
 - where the context so permits shall include any Resources (consumables, course books, etc.) supplied, consumed, created or deposited incidentally by E2D in the course of it conducting, or providing to the Student Lessons;
 - are as described on any Invoice/Enrolment Form, or any other form provided by E2D to the Student.
- 1.7 “Fee” means the charges payable for the Lessons, as agreed between E2D and the Student/Guardian in accordance with clause 4 of this contract.

2. Acceptance

- 2.1 The Student/Guardian is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions where the Student/Guardian completes and signs E2D’s Enrolment Form prior to the Student partaking in

any Lessons to be provided by E2D. At all times where this contract for Services is to be provided to a Student that is under the age of eighteen (18) years, the Guardian/Guarantor accepts and acknowledges that they are legally liable to meet the obligations of payment to E2D and must always complete E2D’s Enrolment Form.

- 2.2 These terms and conditions may only be amended with both parties consent in writing and shall prevail to the extent of any inconsistency with the *Enrolment Form*, any other document or agreement between the Student/Guardian and E2D.
- 2.3 These terms and conditions may be meant to be read in conjunction with the E2D’s Vehicle Loan Form, and:
- where the context so permits, the terms “Lessons” shall include any supply of a vehicle; and
 - if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
- 2.4 None of E2D’s employees, agents or representatives are authorised to make any representations, statements, conditions, views, opinions or agreements not expressed by the Director of E2D in writing, nor is E2D bound by any such unauthorised statements.
- 2.5 Under the Children and Young People Act 2008 E2D’s staffs is a mandatory reporter and as such are obliged to report any suspected incidents of child abuse or mistreatment to the licensing body.
- 2.6 Any employees, agents or representatives engaged by E2D are bound by E2D’s privacy policy in respect of disclosure and thereby are carefully investigated during the assessment process for a new position to satisfy E2D’s legal obligation; for example, in relation to child protection legislation.

3. Change in Control

- 3.1 The Student/Guardian shall give E2D not less than seven (7) days prior written notice of any proposed change in the payment

arrangements and/or any change (in circumstances) to the details as outlined in the *Enrolment Form*; including, but not limited to, change of name, address, email, contact number/s of the Student/Guardian, and/or any changes or developments in the Student’s medical history that should be brought to E2D’s attention. The Student/Guardian shall be liable for any loss incurred by E2D as a result of the Student/Guardian’s failure to comply with this clause.

4. Fee and Payment

- 4.1 At E2D’s sole discretion, the Fee shall be as indicated:
- on the Invoice/Enrolment Form or otherwise specified, in respect of Lessons provided, and charged at E2D’s current rate according to E2D’s current *Fee Structure*; or
 - on any invoice provided by E2D.
- 4.2 At E2D’s sole discretion, a non-refundable deposit shall be required on confirmation of the Student’s enrolment with E2D.
- 4.3 Time for payment for the Lessons being of the essence, the Price will be payable by the Student/Guardian on the date/s determined by E2D, which may be:
- before provision of the Lessons;
 - by way of instalments/payments in accordance with E2D’s payment schedule;
 - the date specified on any invoice or other form as being the date for payment; or
 - failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Student/Guardian by E2D.
- 4.4 Payment may be made by cash, credit card, direct debit, or by any other method as agreed to between the Student/Guardian and E2D.
- 4.5 Unless otherwise stated the Fee does not include GST. In addition to the Fee the Student/Guardian must pay to E2D an amount equal to any GST E2D must pay for any provision of Lessons by E2D to the Student under this or any other contract. The Student/Guardian must pay GST,

- without deduction or set off of any other amounts, at the same time and on the same basis as the Student/Guardian pays the Fee. In addition, the Student/Guardian must pay any other taxes and duties that may be applicable in addition to the Fee, except where they are expressly included in the Fee.
- 4.6 The Fee remains payable in full where the Student is absent through illness or for any other reason. In the event the Lessons fall on a public holiday, the Lessons will (at E2D's sole discretion) either be rescheduled at a subsequent date/time, or cancelled and the Fees will be adjusted pro-rata.
- 4.7 In the event of the Student's expulsion, dismissal or voluntary withdrawal from the Lessons, E2D shall not be obligated to refund Fees paid, and the Student shall be liable for the payment of any outstanding Fees for the remaining period of the applicable term.
- 4.8 The Student/Guardian acknowledges and agrees that:
- (a) the Student's/Guardian's obligations to E2D for the provision of Lessons shall not cease until:
 - (i) the Student/Guardian has paid E2D all amounts owing to E2D; and
 - (ii) the Student/Guardian has met all other obligations due thereby to E2D in respect of all contracts between the parties.
 - (b) continual or habitual lateness in payment of the Fee could jeopardise the Student's enrolment with E2D.
- 4.9 Receipt by E2D of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then E2D ownership or rights in respect of the Lessons, and this contract, shall continue.
- 5. Provision of the Lessons**
- 5.1 The Student/Guardian acknowledges that E2D accepts no responsibility for any loss or damage to personal property brought to and/or left at E2D's premises.
- 5.2 Both parties agree that they shall make every endeavour to enable the Lessons to be provided/partaken in at the time and place as was arranged between both parties. In the event that E2D is unable to provide Lessons as agreed solely due to any action or inaction of the Student/Guardian then E2D shall be entitled to charge an additional Fee for re-providing the Lessons at a subsequent date/time during the applicable term.
- 5.3 It is the Student's/Guardian's responsibility to arrange the re-scheduled lesson. Where a Student cannot attend a Lesson, the Student/Guardian must notify E2D (via the website portal) at least twenty-four (24) hours in advance of that lesson's scheduled start time to arrange a 'make-up' Lesson. Only one (1) make-up lesson is allowed per Student, per term. In the absence of any said notice of non-attendance, that Lesson is forfeited and E2D is under no obligation to provide a make-up Lesson.
- 5.4 Re-scheduled Lessons or make-up Lessons times cannot be cancelled or changed once arranged, or that Lesson will be forfeited. Furthermore, any make-up Lesson must be used within the term; Lessons will not be carried over to the next term.
- 5.5 Any unused lessons will not be re-scheduled, unless otherwise agreed between both parties.
- 6. Emergency Contacts**
- 6.1 The Student/Guardian must provide E2D with the names and addresses of two (2) responsible persons over the age of eighteen (18) years who can collect the Student in case of an emergency or illness. When contacted by the Director of E2D (or their delegate), the Student/Guardian (or a responsible person authorised thereby) must go immediately to E2D's premises to collect the sick or injured Student.
- 7. Accident or Emergency**
- 7.1 Whilst every reasonable effort shall be made by E2D to contact the Student/Guardian (or Emergency Contacts) in the event of an accident or emergency, the Student/Guardian hereby gives authority to the Director of E2D (or their delegate) to, on behalf of the Student/Guardian, authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by the Student's doctor, any attending doctor, ambulance officer, police or Government Officer. The Student/Guardian will be responsible for any costs incurred as a result of transportation or treatment.
- 8. Intellectual Property**
- 8.1 Where E2D has designed, drawn, written, or created programs, techniques and curriculum in relation to the Student, then the copyright in those designs, drawings, documents, programs, techniques and curriculum shall remain vested in E2D, and shall only be used by the Student/Guardian at E2D's discretion.
- 9. Complaints and Grievance Policy**
- 9.1 The Student/Guardian shall be entitled to report any concern they may have in relation to Lessons, any matters of safety, care or quality of services, or where the Student/Guardian wishes to make a suggestion. These shall be addressed with the appropriate E2D staff member, or if the complaint is in relation to any of the staff, to the Director of E2D, where in most incidences the issue can be rectified.
- 9.2 All complaints must be made to E2D in writing and will be acknowledged by E2D (in writing) within seven (7) days of receipt. E2D will take all reasonable steps to resolve any complaint within thirty (30) days of receipt of the complaint.
- 9.3 Where the complaint is in relation to any staff member of E2D:
- (a) the complaint, and the identity of the complainant, will be kept confidential between the parties concerned;
 - (b) a written record of events will be documented by E2D's director, in order to

authenticate, monitor and evidence the complaint;

- (c) all compiled written information will be considered by the Director of E2D to enable an informed decision to be made regarding the complaint;
- (d) the complainant and applicable staff member(s) will be advised of the outcome of the investigation and any disciplinary action, which will be managed in accordance with the Fair Work Act 2009, etc.;
- (e) in the event the complainant is unsatisfied with the outcome of the investigation, E2D's management and the complainant shall confer to discuss the matter further;
- (f) if the complainant is still not satisfied with the outcome, they are within their rights to contact the Department of Transport & Main Roads and/or the Australian Competition and Consumer Commission.

10. Default and Consequences of Default

- 10.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at E2D's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 10.2 If the Student/Guardian owes E2D any money the Student/Guardian shall indemnify E2D from and against all costs and disbursements incurred by E2D in recovering the debt (including but not limited to internal administration fees such as late payment fees, legal costs on a solicitor and own client basis, contract default fee, and bank dishonour fees).
- 10.3 Without prejudice to E2D's other remedies at law E2D shall be entitled to cancel all or any part of any order of the Student/Guardian which remains unfulfilled and all amounts owing to E2D shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to E2D becomes overdue, or in E2D's

opinion the Student/Guardian will be unable to make a payment when it falls due;

- (b) the Student/Guardian becomes insolvent/bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Student/Guardian or any asset of the Student/Guardian.

11. Termination of Enrolment

- 11.1 Without prejudice to any other remedies E2D may have, if at any time the Student/Guardian is in breach of any obligation (including those relating to payment) under these terms and conditions E2D may suspend or terminate the provision of Lessons to the Student. E2D will not be liable to the Student/Guardian for any loss or damage the Student/Guardian suffers because E2D has exercised its rights under this clause.
- 11.2 The Student/Guardian must provide E2D at least seven (7) days advance notice of any termination of enrolment. Failure to comply with this clause shall entitle E2D to charge a late cancellation Fee.
- 11.3 E2D may cancel these terms and conditions and/or terminate the Student's enrolment with E2D at any time by giving written notice to the Student/Guardian. E2D shall not be liable for any loss (including, but not limited to, loss of income) arising from such termination.

12. The Commonwealth Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")

- 12.1 Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.

13. Privacy Act 1988

- 13.1 The Student/Guardian and/or Guarantor/s agrees for E2D to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Student/Guardian and/or Guarantor/s in relation to credit provided by E2D.
- 13.2 The Student/Guardian and/or Guarantor/s agrees that E2D may exchange information about the Student/Guardian and/or Guarantor/s with those credit providers and with related body corporates for the following purposes:
 - (a) to assess an application by the Student/Guardian; and/or
 - (b) to notify other credit providers of a default by the Student/Guardian; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Student/Guardian is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Student/Guardian and/or Guarantor/s including the Student/Guardian's and/or Guarantor/s repayment history in the preceding two years.
- 13.3 The Student/Guardian consents to E2D being given a consumer credit report to collect overdue payment on commercial credit.
- 13.4 The Student/Guardian agrees that personal credit information provided may be used and retained by E2D for the following purposes (and for other agreed purposes or required by):
 - (a) the provision of Lessons; and/or
 - (b) analysing, verifying and/or checking the Student/Guardian's credit, payment and/or status in relation to the provision of Lessons; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Student/Guardian; and/or

- (d) enabling the collection of amounts outstanding in relation to the Lessons.
- 13.5 E2D may give information about the Student/Guardian to a Credit Reporting Bureau (CRB) for the following purposes:
- to obtain a consumer credit report;
 - allow the CRB to create or maintain a credit information file about the Student/Guardian including credit history.
- 13.6 The information given to the CRB may include:
- personal information as outlined in 13.1 above;
 - name of the credit provider and that E2D is a current credit provider to the Student/Guardian;
 - whether the credit provider is a licensee;
 - type of consumer credit;
 - details concerning the Student/Guardian's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Student/Guardian no longer has any overdue accounts and E2D has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - information that, in the opinion of E2D, the Student/Guardian has committed a serious credit infringement;
 - advice that the amount of the Student/Guardian's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 13.7 The Student/Guardian shall have the right to request (by e-mail) from E2D:
- a copy of the information about the Student/Guardian retained by E2D and the right to request that E2D correct any incorrect information; and
- (b) that E2D does not disclose any personal information about the Student/Guardian for the purpose of direct marketing.
- 13.8 E2D will destroy personal information upon the Student/Guardian's written request (including by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.
- 13.9 The Student/Guardian can make a privacy complaint by contacting E2D in writing or via e-mail. E2D will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Student/Guardian is not satisfied with the resolution provided, the Student/Guardian can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 14. General**
- 14.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which E2D has its principal place of business, and are subject to the jurisdiction of the Gladstone Courts in that state.
- 14.3 Subject to clause 12, E2D shall be under no liability whatsoever to the Student/Guardian for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Student/Guardian arising out of a breach by E2D of these terms and conditions (alternatively E2D's liability shall be limited to damages which under no circumstances shall exceed the Fee).
- 14.4 The Student/Guardian shall not be entitled to set off against, or deduct from the Fee, any sums owed or claimed to be owed to the Student/Guardian by E2D nor to withhold payment of any invoice because part of that invoice is in dispute.
- 14.5 Neither party shall assign or sub-contract all or any part of their rights and obligations under this agreement without the written consent of the other party.
- 14.6 The Student/Guardian agrees that E2D may amend these terms and conditions by notifying the Student/Guardian in writing. These changes shall be deemed to take effect from the date on which the Student/Guardian accepts such changes, or otherwise at such time as the Student/Guardian makes a further request for E2D to provide Lessons to the Student.
- 14.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 14.8 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.