

STANDARD TERMS AND CONDITIONS

Please note that these terms and conditions may be varied from time to time or to suit the needs of specific Clients. Additional terms and conditions may be applicable under certain circumstances. Please enquire further if you have specific needs. Acceptance of a driving.co.za quotation (signified by payment of our invoice) or conclusion of an online transaction constitutes acceptance of these conditions.

The sole authoritative text of these terms and conditions is the version available for download on driving.co.za, which version shall take precedence in the event of a discrepancy.

Definitions:

Company - driving.co.za (Pty) Ltd, reg 2002/000025/07

Trainee - any person who attends driving.co.za training

Client - any Client of driving.co.za, whether a company or private individual, including any Trainee or a Purchaser

Training - any driving.co.za course or individual part thereof

Training Fee - the cost of any course, or individual part of a course

Purchaser - a Client who buys any driving.co.za online course

Terms and conditions

1. Waivers

1.1 Any waiver the Company makes of these terms and conditions in order to accommodate a Client's needs shall not create a precedent for it to do so in future.

2. Validity of proposals and quotations

2.1 All proposals and quotations are valid for 30 days from the date thereon.

3. Payments, and confirmation of bookings

3.1 Bookings are only confirmed on receipt of payment.

3.2 Payments may only be made by Electronic Funds Transfer to reduce fraud. Payment by any other method will not be regarded as having taken place until the Company's bankers advise that it has cleared, and no bookings will be made on the basis of such payments until clearance has taken place. Any cash deposit fees or other charges related to the making of payments are for the Client's account, and we reserve the right to bill such fees back on subsequent invoices.

3.3 Online courses will only be unlocked on receipt of payment notification from the Company's payment gateway supplier, or as in 3.1 above in the case of corporate online training for which payment is not made via the Company's payment gateway.

3.4 Non-corporate Purchasers of online courses may elect to pay by any method accepted by the Company's payment gateway supplier which methods may include, from time to time, credit card, debit card and Instant EFT. No methods of payment which are not processed by the Company's payment gateway supplier will be accepted.

4. Changes, cancellations and re-booking fees

4.1 Change of training dates or cancellations by the Client between five and two working days prior to a training session will attract a rescheduling fee or cancellation fee of 50% of the session cost per trainee, except for training conducted outside Gauteng where such changes of training dates or cancellations will incur a rebooking fee of the full rate per Trainee for the relevant session;

4.2 Change of training dates by the Client or cancellations within two working days of the scheduled start time of a session will result in the session fee being forfeit and the trainee recorded as a 'no-show';

4.3 Any costs arising in connection with confirmed flight bookings or accommodation arrangements which are rescheduled due to changes in training dates or cancellations by a Client shall be for the Client's account.

5. Travel and accommodation

5.1 Travel and trainer accommodation within Gauteng Province are free of charge for all the Company's courses.

5.2 The Company may, in its sole discretion, agree to waive travel and trainer accommodation costs for Trainees attending the three-part, trainer-facilitated Defensive Driving Course outside Gauteng Province but within the borders of South Africa, such waiver, where granted, being subject to the following conditions:

5.2.1 A minimum of five trainees per training location per trip is required to qualify for free travel and trainer accommodation, except by special prior arrangement with the Company, which may include the requirement for Trainees within a particular geographical region to travel to a central location to attend training.

5.2.2 Travel costs incurred as a result of no-shows, remedial training or failed test modules are for the Client's account.

5.2.3 For cities or towns which the trainer will reach by air travel, the Client agrees to transfer the Company's trainer between the relevant airport and the training location or the trainer's place of accommodation, or vice-versa as the case may be.

5.2.4 Where the transfers contemplated in 5.2.3 above cannot be effected, the Client shall arrange car hire and / or airport transfers for the Company's trainer, the cost of which will be for the Client's account.

5.2.5 The maximum number of training days allowed per training location is calculated as follows, and travel and / or trainer accommodation costs for additional training days will be for the Client's account:

5.2.5.1 Training phase: number of trainees at a location divided by 5, rounded up to the next whole number;

5.2.5.2 Testing phase: number of trainees at a location divided by 7, rounded up to the next whole number.

5.2.6 Travel by road is limited to a maximum of 500km one way per location. The Company reserves the right to combine multiple training locations on a single trip to reduce travel costs, and the Client agrees to such combination.

5.3 Travel and trainer accommodation costs for all training courses presented outside Gauteng, other than the three-part, trainer-facilitated Defensive Driving Course, are for the client's account.

5.4 Travel and trainer accommodation costs for training conducted outside South Africa's borders are for the client's account, and may include additional costs which will be presented for approval on quotation.

6. Surcharges and future-dated training

6.1 The Company reserves the right to apply a surcharge for courses which are to be run on Saturdays, Sundays or Public Holidays.

6.2 Pricing for future-dated training is subject to annual price increases which are effective on 1 March of each year.

6.3 Training DVDs or their online equivalents are issued on a per-person basis and any unauthorised sharing of such training material between Trainees will be chargeable at the prevailing rate per person of the entire training course to which the DVD or online equivalent applies. In the event of such unauthorised sharing, the Company reserves the right to suspend further training until full payment is made in rectification.

7. Completion time frames: corporate Clients and practical on-road training

7.1 Any corporate training course which includes a practical on-road training, test or assessment module must be completed within 180 days of the Trainee commencing the course. The Training Fee for modules not completed within this time will be forfeit.

7.2 Any other amounts due to the Client upon training reconciliation will be passed as credits against future training.

8. Completion time frames and specific terms: online training

8.1 Online training courses must be completed within the relevant expiry date as shown on the Trainee's dashboard. No refunds are granted for training courses which are not complete by such expiry date.

8.2 Where an online training module has expired before completion, the Company may, in its sole discretion, re-activate the module. A re-activation fee per module re-activated is chargeable.

8.3 If a purchaser attempts to purchase a course for a Trainee who already has a course of that type active, the system will not prohibit the sale, but will extend the completion date by 90 days from the date of the new sale.

Should the Trainee believe the purchaser to have purchased the course in error, he or she shall approach the Company within 5 (five) days of the purchase to request a refund. On processing of such refund, the completion date of the course in question will be reverted to its initial date prior to the purchase.

8.4 In terms of subsection 2 (a), 2 (f) (iii) and 2(g) of section 42 of the Electronic Communications and Transactions Act (Act 25 of 2002), the Company's online courses are exempt from the Cooling Off Period as contemplated in section 44 of the Act. Accordingly, no refunds will be provided after a Trainee has commenced a course.

8.5 A purchase record and tax invoice will be supplied to the purchaser by e-mail upon successful conclusion of the purchase.

8.6 The Company maintains records of potential unauthorised access to its training courses. Any Trainee who is found to have accessed or attempted to gain access to a training course to which they were not entitled to gain access may have their online account suspended forthwith and all training fees will be forfeit. Re-instatement will be solely at the discretion of the Company.

8.7 Creating multiple online profiles (ie. by using a different e-mail address for the same person) is prohibited. Any Trainee who does this will be permanently blocked from accessing the the Company's online system and any training fees will be forfeit.

8.8 All actions taken on the Company's online training system, including error messages generated, are

comprehensively logged. The Company has a zero-tolerance policy towards any attempts to penetrate the system's security features, obtain the system's source code, alter any code in an attempt to gain unauthorised access, or any other action which may jeopardise the system's stability or integrity in any way. Any such actions involving a Trainee will result in that Trainee's account being permanently blocked and criminal proceedings instituted where the law provides.

8.9 Trainees must have a valid, functioning e-mail address to use the Company's online system. Trainees consent to receiving e-mail from the Company related to the functioning of the system, including, but not limited to, notifications of training course progress, the activation, deactivation or availability of courses, profile changes, course results and other system functions. Trainees who no longer wish to receive such e-mails may opt out by notifying the Company in writing to that effect. Opting out of such e-mails will cause their driving.co.za online profile to be deactivated and the Company shall not be under any obligation to return training fees or portions thereof paid for courses which are incomplete at the time of such deactivation.

9. Training processes: corporate / trainer-facilitated training

9.1 In order to complete trainer-facilitated training within the required time schedule, the Client shall ensure that Trainees are present for practical training and testing sessions at their allotted times.

9.2 The Company and Client will jointly compile training schedules for the training, which the Client agrees to abide by.

9.3 Every Trainee will be obliged to sign a registration form before commencement of Training. The Company will not train Trainees who refuse to sign and they will be charged as no-shows.

9.4 The Company's thorough and comprehensive training aims to ensure that Trainees pass their practical on-road Tests (where applicable) at the first attempt. However, Trainees who do not change their habits will not pass the defensive driving test and it is the individual Trainee's responsibility to ensure he or she is adequately prepared before booking for the test.

9.5 Should a Trainee fail the defensive driving test, re-tests are chargeable at the prevailing rate.

9.6 Should a Trainee not arrive for any training, or arrive more than 15 (fifteen) minutes late, the Trainee will be recorded as a 'no-show' and the Training Fee for that session forfeit. This shall also apply to Trainees who present themselves for training without a valid driving licence or other permit required to be in their possession for the class of vehicle to be driven, or where the Trainee is not in a fit state to drive a motor-vehicle or displays a lack of basic licence-level driving skills, or where no vehicle is supplied, or the vehicle itself is unroadworthy in any respect.

9.7 Unless otherwise agreed in writing between the Company and the Client, the Client and / or Trainee shall provide a vehicle in which training is to be conducted.

9.8 Copies of completed training forms are only provided to trainees who have attended a practical on-road training or test session, or a routine re-evaluation during the currency of a defensive driving certificate which was issued to them by driving.co.za.

9.9 Rebooked training sessions will be billed at the standard rate per Trainee for the relevant session.

9.10 The Company may, in its sole discretion, waive a rebooking fee in cases of force majeure, but this shall incur no obligation for it to do so in future.

10. Warranties and indemnity

10.1 Since the contents of the Training are applied in situations beyond the Company's control, the Company cannot guarantee the effectiveness of the training and makes no warranties with regards thereto. All previous results obtained by the Company's Clients should be regarded as indicative only.

10.2 The Client and / or Purchaser and / or Trainee indemnifies and holds harmless the Company, its agents, employees, shareholders, directors, contractors and associates against any claims for financial loss, injury or death associated with the use of a vehicle, both during any driving.co.za training course and thereafter.

10.3 Remarks entered by the Company's trainers on Trainee training forms are representative of the standard of driving as observed during the drive in question, but are not a guarantee of safety or repeatability, and the Company makes no warranties in this regard.

10.4 Notwithstanding 10.3 above, remarks entered by the Company's trainers on Trainee training forms in respect of Dashcam Evaluations are limited to those observations which can be made based on the visible video evidence, and the Company makes no warranties in regard of Trainee driving habits or practices which cannot be directly observed on the video.

10.5 The Company's Internet website and online training and client management systems ("the Platform") are hosted by a third-party provider and may be subject to failures arising from causes which include, but are not limited to, power outages, malicious activity and/or attacks, hardware failure, software failure, human error and electromagnetic interference ("the Failures"). The Company accordingly makes no warranties regarding the availability or integrity of the Platform, and any user of the Platform or any portion thereof is deemed to have indemnified the Company against the Failures or any losses or consequences arising therefrom.

10.6 The Company's online training form and other systems collect data which relies on the availability of the Global Positioning System, Internet connections and cellphone networks ("the Data Services"). Loss of signal to these services may arise from causes including, but not limited to, atmospheric disturbances, network errors and software or hardware errors. The Company accordingly makes no warranties in respect of the accuracy and / or completeness of data collected via the Data Services.

11. Copyright

11.1 All training material as supplied in DVDs, training leaflets, online training courses, questionnaires or in any other form or medium is the copyright of the Company and may not be copied, altered, disseminated or transferred to any other form or medium without the express written permission of the Company.

12. Contact details

The Company's postal and physical address, contact details and *domicilium citandi et executandi* are the details listed on its Internet website, www.driving.co.za, as varied from time to time.