



**Motor | Home | Travel**

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## **RAA Safe Caravan and Trailer Use Terms and Conditions**

### **1. Application**

- 1.1. This document sets out the terms and conditions for the supply of Safe Caravan and Trailer Use Courses (**Courses**) offered by RAA (**Terms and Conditions**).
- 1.2. By requesting to take part in, engaging RAA to provide, or otherwise participating in, a Course, you (**the Customer**) accept and agree to these Terms and Conditions, including on behalf of any participant (**Participant**) whom you are making a booking for. For the avoidance of doubt, where the Customer makes a booking for themselves, that Customer is the Participant for the purposes of these Terms and Conditions. Each time a new Course booking is made with RAA, a separate contract is formed between the Customer and RAA, on the terms of these Terms and Conditions.
- 1.3. RAA may vary these Terms and Conditions at any time by updating them on the RAA website and such amendments will be effective from the date specified (which will not be retrospective). The varied form of these Terms and Conditions will apply in respect of any course bookings or enrolments received after such notice is given. RAA will use all reasonable efforts to notify you of any changes to these Terms and Conditions that occur prior to your participation in a Course.
- 1.4. An act under these Terms and Conditions will be performed on the next day that is not a Saturday or a Sunday or other public holiday or bank holiday in South Australia (**Business Day**), if it is due to be performed on a day which is not a Business Day.

### **2. Booking**

- 2.1. A Course can be booked by calling RAA Drive School on 8202 4444.
- 2.2. Courses must be paid for in full at the time of booking. Customers will receive written confirmation once a Course is successfully booked. Payments will only be refunded in the circumstances set out in clauses 7 and 8 of these Terms and Conditions.
- 2.3. RAA will provide the Course to the Participant named in the applicable booking confirmation communication.
- 2.4. Participants acknowledge that they are required to supply and use their own trailer or camper trailer (**Trailer**) or caravan for the Courses.
- 2.5. Where the Customer has made a booking on behalf of someone else, you must provide that Participant with a copy of these Terms and Conditions and ensure that they read, understand and accept them. If they do not do so, you must ensure that they do not participate in the Course. By making a booking you warrant and represent to RAA that you have and will comply with the requirements of this clause 2.5 in full.

### **3. Courses**

- 3.1. Courses start and end at the pre-determined pick-up point, specified in the Course booking confirmation communication, unless later amended by RAA or the instructor and notified to the Customer.
- 3.2. RAA reserves the right to change Course dates, content, instructors and its method of presentation or facilitation at its reasonable discretion. Any change of dates will be notified to the Participant as far in advance as is possible in the circumstances.
- 3.3. RAA may change Course fees from time to time. Should this occur after you have booked a Course, any fee changes will not apply to your booking.

#### **4. Obligations of the Participant**

- 4.1. All Participants must, at the time of commencing participation and while participating in a Course (as applicable):
  - (a) hold, and carry with them during a Course, a current Australian driver's licence;
  - (b) adhere to all licence conditions and road rules;
  - (c) follow any directions given by the instructor;
  - (d) act in a safe manner, be aware of risks, and not put people or property in danger, including but not limited to motor vehicles;
  - (e) be polite, courteous and respectful to instructors, RAA staff and other Participants;
  - (f) arrive on time for the Course;
  - (g) wear proper footwear;
  - (h) not offer any bribes or inducements to instructors;
  - (i) not seek to extend the Course duration or time beyond the originally specified end time;
  - (j) not use a mobile phone or similar electronic device while participating in a Course;
  - (k) not eat or drink while participating in a Course, aside from during any specific breaks scheduled by RAA or the instructor;
  - (l) provide RAA with any information and assistance reasonably required by RAA in relation to a Course;
  - (m) comply with any applicable rules, procedures, and regulations notified by RAA, and with the reasonable instructions of RAA, its instructors and other representatives;
  - (n) comply with all applicable legal requirements, including but not limited to all motor vehicle registration, licensing and permit requirements, and all health and safety requirements; and
  - (o) comply with these Terms and Conditions and any terms, conditions or requirements specified in a booking confirmation communication.
- 4.2. The Participant must ensure that its caravan or Trailer is in a roadworthy and suitable condition for a Course to be delivered.

#### **5. No guarantee as to outcome**

- 5.1. RAA does not give any guarantee as to the results or level of actual competency of participants who have participated in a Course.

5.2. RAA does not guarantee successful completion of any Course.

## **6. Invoicing and payment**

- 6.1. All booking fees are exclusive of GST unless otherwise specified.
- 6.2. Course and any related training or booking fees must be paid in full at the time of booking.

## **7. Course transfers**

- 7.1. Subject to the remainder of this clause 7, course date transfers by a Customer will only be accepted upon reasonable written notice to RAA or by calling the RAA Drive School, and with RAA's consent (which will not be unreasonably withheld), prior to commencement of the original Course. In the case of a transfer, amounts paid in respect of the first Course will be applied against the fees payable for the Course to which the participant transfers.
- 7.2. No transfer fee will apply if notification is received by RAA at least five (5) Business Days prior to the commencement of a Course.
- 7.3. If a transfer is requested less than five (5) Business Days prior to the commencement of a Course, it will be classified as a cancellation and 100% of the Course payment fee will be charged per transfer per participant.
- 7.4. Transfers are not permitted once a Course has commenced.

## **8. Cancellations**

- 8.1. If a Participant cancels a Course:
  - (a) five (5) or more Business Days prior to the commencement of the Course, the Customer will be given a credit for the RAA Drive School or a refund, for the full value of the Course payment fee; or
  - (b) within five (5) Business Days prior to the commencement of the Course, the Customer will be charged the full Course payment fee (unless there are, in RAA's reasonable opinion, extenuating circumstances).
- 8.2. Non-attendance by the Participant will be considered the same as cancellation within 5 Business Days of the Course, and the Customer will be charged the full Course payment fee.
- 8.3. If an enrolled Participant is unable to attend a scheduled Course or part of a Course, the Customer may substitute a different Participant, with the prior consent of RAA (which will not be unreasonably withheld).
- 8.4. RAA may reschedule, cancel or postpone a Course where:
  - (a) the instructor is ill and can't be replaced;
  - (b) the instructor or the instructor's vehicle has been involved in an accident;
  - (c) the traffic or weather conditions are, in RAA or the instructor's opinion, unsuitable for a driver or for the Course to be delivered; or
  - (d) any other unforeseeable circumstances occur that may affect the ability of the Customer to complete the Course or the instructor to provide or deliver the Course.
- 8.5. If RAA cancels a Course pursuant to clause 8.4, a full refund will be provided to the Customer.
- 8.6. RAA or the instructor reserve the right to refuse or cancel a Course immediately where:
  - (a) the Participant is deemed unfit to operate a vehicle, Trailer or caravan or is

- suspected to be under the influence of drugs or alcohol, as reasonably determined by the instructor;
- (b) the vehicle, Trailer or caravan is deemed not roadworthy, including (but not limited to) for the following reasons:
  - (I) bald tyres;
  - (II) non-operational lights;
  - (III) non-operational brakes (including fitted break away systems on caravan);
  - (IV) the vehicle, Trailer or caravan is unregistered; or
  - (V) inappropriate tow ball couplings.
- (c) towing mirrors are not properly fitted to the vehicle at the time of the Course (for the avoidance of doubt, in order for a towing mirror to be properly fitted, from the driver's position there must be a clear view from the front, the sides and the rear of the vehicle or a combination of both the vehicle and caravan or Trailer);
- (d) the vehicle, caravan or Trailer does not comply with any applicable laws or regulations, including but not limited to weight limit requirements;
- (e) the Participant has failed to supply their own caravan or Trailer; or
- (f) the Participant has not complied with clause 4.

8.7. If the vehicle, caravan or Trailer is not in a suitable condition and as a result, RAA or the instructor cancels a Course, or a Course is unable to be delivered, provided or performed, this will be considered and treated the same as a cancellation within 5 Business Days of the Course, and no refund will be provided to the Customer.

## 9. Intellectual property

- 9.1. RAA retains all intellectual property rights in connection with the Courses and material it provides the Customer and Participants. Intellectual property rights include but are not limited to copyright and trade marks (whether registered or not), know-how and work methods, designs, concepts and trade secrets.
- 9.2. Use by the Customer of any of RAA's intellectual property rights other than for the purposes of attending and completing a Course provided by RAA is strictly prohibited.

## 10. Warranty

- 10.1. To the extent permitted by law, all warranties, guarantees and conditions (other than those set out in these Terms and Conditions), whether implied by statute or otherwise, are excluded.
- 10.2. Despite clause 10.1, RAA acknowledges that certain consumer warranties and guarantees that the Customer may have the benefit of under statute cannot be excluded, restricted or modified (**Non-Excludable Terms**). RAA does not exclude, restrict, modify any of the Non-Excludable Terms and nothing in this clause or this document is intended to exclude, or is to be interpreted as excluding, any Non-Excludable Term that cannot lawfully be excluded or disclaimed by RAA.

## 11. Liability and indemnity

- 11.1. To the extent permitted by law, each party will be liable for and must indemnify and keep indemnified the other party and its officers, directors, employees, agents, successors and assigns (**Indemnified Persons**) against all actions, claims, Losses,

damages, fines, penalties and suits (including, but not limited to, court and legal costs on a solicitor and client basis) under any statute, equity or at common law which are made or brought by any person against the Indemnified Persons in the course of or in connection with the provision of a Course to the extent caused or contributed to by the party except to the extent that such damage, injury, loss, claim, liability or proceeding is due to or contributed to by any act or omission of the Indemnified Persons.

- 11.2. To the fullest extent permitted by law, each party's liability under clause 11.1 will be limited to the aggregate total of the Course fee paid or payable by the Customer to RAA under these Terms and Conditions as at the date of the circumstances giving rise to the relevant indemnity claim arising.
- 11.3. Without limiting clause 11.2 and notwithstanding anything else to the contrary in these Terms and Conditions, to the extent clause 11 is ineffective and RAA is unable to fully exclude its liability pursuant to applicable law, and to the extent it is entitled to do so, RAA's liability to the Customer for a breach of any Non-Excludable Terms is limited to any one of the following, at the option of RAA:
  - (a) the re-supply of the Course; or
  - (b) the payment of the cost of having the Course supplied again.
- 11.4. Neither party will be liable for any indirect and consequential loss or damage (including for loss of profit (whether direct, indirect, anticipated or otherwise)), loss of expected savings and opportunity costs in contract, tort (including negligence), under statute or otherwise arising from or related in any way to these Terms and Conditions or their subject matter.
- 11.5. The Customer acknowledges and agrees that it, or the Participant (as relevant) is solely responsible for:
  - (a) any charges associated with the cancellation of a Course, except as otherwise expressly provided for in these Terms and Conditions;
  - (b) any traffic infringement notices that arise while the Participant is driving or towing during the Course with RAA;
  - (c) any damage that resulted from the Participant's driving, towing or actions during the Course; and
  - (d) any excess applicable to an insurance claim that resulted from the Participant's driving, towing or actions during the Course.

## **12. Termination**

- 12.1. An instructor may terminate a Course if the Participant:
  - (a) does anything that the instructor determines is reckless;
  - (b) fails to comply with the directions of the instructor;
  - (c) fails to comply with any special conditions of their driver's licence;
  - (d) is considered by the instructor to be unfit or unsafe to drive; or
  - (e) breaches or fails to comply with clause 4.

12.2. RAA may, at its discretion, terminate or suspend the Participant's participation in a Course with immediate effect, if:

- a) the Customer or Participant breaches these Terms and Conditions;
- b) the Participant ceases to hold a valid licence;
- c) the Participant is the subject of proceedings relating to a motor vehicle accident; or
- d) the Customer or Participant violates any state/federal laws.

### **13. General**

- 13.1. No failure or delay on the part of RAA in exercising any of its powers or rights under these Terms and Conditions will be taken to be a waiver of any such power or right. A waiver is not effective unless it is in writing.
- 13.2. Where RAA has issued a booking confirmation communication in respect of a Course and there is any inconsistency between the booking confirmation and these Terms and Conditions, the booking confirmation will prevail to the extent of that inconsistency.
- 13.3. These Terms and Conditions are governed by the law of South Australia, and the parties submit to the exclusive jurisdiction of the courts of South Australia.