



Please read these Terms and Conditions carefully before enrolling or completing payment for DriveXpert Driving School Services, and you may also want to contact us at contact@drivexpert.ca prior registration to avoid any further cancelation and potential refund issues.

TERMS AND CONDITIONS:

1. SAFETY FIRST
2. TECHNICAL REQUIREMENTS
3. NEW DRIVER EDUCATION COURSE CERTIFICATION
4. CERTIFICATE
5. TERMS FOR LESSONS
6. ROAD RULES
7. THIRD PARTY DURING LESSONS
8. MOBILE PHONE USAGE
9. SCHEDUELING DRIVING LESSONS
10. FEES AND PAYMENTS
11. CANCELLATIONS – NO SHOW – LATE ARRIVALS
12. CANCELLARIONS BY SCHOOL AND BY ACCESS NS
13. TERMINATION OF SERVICES/TRAINING
14. REFUNDS
15. PRIVACY (or How We Use Your Personal Information (Data Protection))
16. RECORD KEEPING
17. SOCIAL DISTANCING
18. COMPLAINTS
19. SURVEY
20. CHANGE OF TERMS AND CONDITIONS
21. LIABILITY WAIVER AGREEMENT



These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with DriveXpert Driving School website and services operated by **DriveXpert Driving School Inc.**

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SAFETY FIRST

At DriveXpert Driving School we understand that we will be working with impression able young people...

- Our instructors hold valid accreditations and can produce them on request
- As family owned and operated driving school, we have high morals and values.
- Our owner/operated instructor will not use inappropriate language or display inappropriate behaviours and we are requiring our students/parents/guardians to be respectful to school staff and instructors accordantly.

TECHNICAL REQUIREMENTS

We offer unique and custom Student/Parent Centre that is friendly smartphones system for easy log-in on any device: PC, Mac, iPhone, iPad, or Android smartphone. Once registration completed and full payments had been made; we will provide you personal and individual credentials that you will able to log-in to your personal zone. With your personal single place, you will be able to view all important information related to your Driving Lesson/Course progress. If you enrol for New Driver Course or Defensive Course you must have an access to web browser (Google Chrome, Interment Explorer, Firefox) and Microsoft Team or Zoom to complete self- paced online course and to communicate with driving instructor. For technical support please email at contact@drivexpert.ca

NEW DRIVER EDUCATION COURSE CERTIFICATION

In order to be certified:

- you must complete the full 25-hours online theory training that consists of 22 Modules, Mid-Term and Final Exam with mandatory pass mark of 80, and complete 10 hours In-car training with a final score 80.
- you will be not certified in the following situations: a) you did not pass your tests in the Online Theory Training with minimum required pass mark 80, b) your In-Car progress report indicates that your final score for In-Car training is less than 80, c) you have completed 10 hours in-car training but did not have finished yet 25-hours Online Training program or vice versa, d) you did not finish your In-Car lessons within one year from your enrollment, or e) In-Car lesson was given after 1 year since your registered date.
- we require to complete the New Driver Education course within one year (365 days) from the date of enrolment (for example: you enrolled on April 02, 2022, your course will be expired April 1st, 2023). If you do not complete the full program within ONE YEAR 365 DAYS of your first registration (25 hours of Online AND 10 Hours of Driving lessons) for any reason you must restart from the beginning all over again in such case your payment will be forfeit. You must re-

register for the New Driver Education full course and make a new payment as per our price list at registration time. THERE WILL BE NO EXCEPTIONS.

- if you are not 16 years old yet or you don't have your C7 yet, you still can start the online course as long as you get your C7 within maximum 3 months of course registration date.
- ATTENTION: Due to high demand, there might be waiting list in starting driving lessons. It might take between 1-3 months to complete all 10 Hours of driving lessons; all depends on student availability and flexibility to schedule driving lessons.

CERTIFICATE

- Our school offering different packages for New Driver Education Course. Packages are credited equally for Certification purpose; the difference are complex of services to be provided under each package. Please refer to "Services" page at www.drivexpert.ca for more details to select right package that fits your needs.
- After successful course completion (25 hours of Online AND 10 Hours of Driving lessons) we hand student's Certificate within 3 business days. School certifies student with the Ministry of Transportation the Driver Education System within 2 weeks from the date of providing Certificate to student
- DriveXpert Driving School is a Ministry of Transportation approved Beginner Driver Education Course Provider and is recognized by the Insurance Industry.
- Notify your insurance company of course completion. DriveXpert Driving School does not guarantee a discount for the Insurance. The final decision of a discount will be based on insurance company discretion only.

TERMS FOR LESSONS

- You must have a valid Nova Scotia C7 Learner Driver's License or valid international licence before commencing each in-car driving lesson.
- You must be sober and not under the influence of any alcohol or drugs. If the instructor suspects that you may be under the influence, the lesson will be cancelled and full fee will be charged
- The instructor reserves the right to cancel any lesson at any given time
- Please refrain from using heavy perfumes during your in-car lessons. We thank you for your understanding

ROAD RULES

- Road Rules to be adhered to at all times. Any fines relating to QT road rules will be the responsibility of the driver at the time the offence occurred. Student Information will be passed on to the relevant authorities

THIRD PARTY DURING LESSONS

- The driver trainer shall not allow third parties in the training vehicle without first gaining the consent of the learner driver.

MOBILE PHONE USAGE

- By signing the assessment sheet, you give the driving instructor permission to use his mobile phone as laid out by law when training learners and provisional students.

SCHEDUELING DRIVING LESSONS

- Schedule/reschedule/cancel In-Car Lesson/s via Online Student Portal only.
- Driving lessons are not given during class session time.
- The student must have and upload a Learner's Permit (C7 Licence) in order to begin to schedule in-car lessons.
- Each in-car lesson to be scheduled in duration of up to maximum of 2 (two) hours long per day.
- Typical duration of in-car lesson for New Driver Education Course and Advanced Driving Course is 2 hours long (1 (one) hour lesson duration can be considered on exceptional base). Typical duration of each in-car lesson for Private In-Car Lesson and Road Test Prep is 1 hour long.
- Our Driving School will arrange for student pick up for in-car lessons within the city limits, otherwise, a pre-arranged pick-up location will be determined.
- If you have a Road Test package, we will book your road test and take you to the local road test center. Road test appointment will be scheduled by school ONLY if you change your road test appointment for a different date and time without prompt notice to DriveXpert Driving School, we MAY NOT be able to serve due to limited availability.
- If a student wishes to take the road test with School's vehicles, he or she may arrange this at additional cost with the driving school. This is an OPTIONAL service.

PAYMENTS AND FEES

- All SINGLE LESSONS are to be paid in full at the registration and before commencing the lesson
- All FULL PACKAGES are to be paid in full at the registration and before commencing the first lesson
- To Complete Registration, you must complete full payment + applicable HST Payment. We are not offering partial or instalment payments at the moment.
- Payments can be made by cash or bank e-transfer to contact@drivexpert.ca.
- Road test Examination Fee is not included in the driving packages. You need to pay for road test (driving test) before we can schedule and take the test. DriveXpert Driving School will book your road test once student will complete Road Test payment directly through <https://beta.novascotia.ca/pay-road-test-driving-test> and send copy of receipt to school.
- Registry of Motor Vehicles of Nova Scotia schedule the Road Test appointment date and time, and it subject to availability. It might take a few months of waiting time. You might give us a permission to book your Road Test outside of city to complete Road Test sooner. So Outside city fee is applied to all packages where tests are not in Halifax, Lower Sackville or Dartmouth areas. Please refer to price list or contact the school office at contact@drivexpert.ca to confirm the fee for the service.
- For Full Price List contact us.

CANCELLATIONS – NO SHOW – LATE ARRIVALS

- Our Driving School has a late cancellation fee or a no-show fee to cover the costs associated with the missed in-car lesson.
- Student will have access to Online Student Portal to book/reschedule/cancel In-Car Lessons.
- Cancellations of an In-Car Lessons must be made 24 hours in advance through Student Portal, no other form of cancelation notice will be accepted.
- Failure to notify and no show will result in a late-cancelation fee charge which is full fee lesson/s, that must be payable prior to the next scheduled driving lesson/s, or lost for the lesson/s if the package was purchased. No Exceptions.
- If you are more than 10 minutes late for a lesson at the pre-arranged pick-up point without notice, your lesson will be canceled and full fee will be charged

- If you are late for lesson more than 10 minutes at the pre-arranged pick-up point, and have notified us, the instructor will provide you with the remaining time left on that lesson and full fee will be charged.
- If an emergency arises in less than 24 hours, please complete cancellation through Online Student Portal and then notify our driving school office immediately at contact@drivexpert.ca by providing the following info: Students name, Time of the lesson, contact information, emergency reason of late cancellation. DriveXpert Driving School to consider to not charge late cancellation fee on it only discretion!
- The school considers that this is fair on all parties involved in your driver education. As responsible managers, we have to allocate time for Instructors being AVAILABLE at the time of your lesson. Your maturity as an adult learner controlling your learning process is reflected by your responsible and considerate attitude towards your instructor in this matter (NO Refunds/discounts).

CANCELLATIONS BY SCHOOL AND BY ACCESS NOVA SCOTIA

- If a lesson or part of it must be cancelled by the DriveXpert Driving School for any reason, including but not limited to unexpected mechanical issues with the vehicle, being delayed by Road Test in Drive Test Center, weather, power outages, emergencies, illness of the instructor, the student will be offered alternative dates, and no fee will be charged.
- Road Tests take place year-round, but sometimes affected by weather, power outages, emergencies, and traffic issues. A service disruption may cause you to miss or arrive late for your exam. Fee paid to DriveXpert Driving School for school car usage will still apply and non-refundable.
- Access Nova Scotia may cancel your test when you waiting for your Road Test with your in-car instructor in the building of the examination center. In this situation, Access Nova Scotia solely responsible for cancellation and you must contact Access Nova Scotia directly to reschedule road test with your In-Car instructor. Fee paid to DriveXpert Driving School for school car usage will still apply and non-refundable.
- In case of a mechanical failure or collision during the In-Car driving lessons or Road Test Day, student Driver must arrange own transportation at their own expense and fee will be refunded.
- DriveXpert Driving School will take no responsibility in case of Road Test failure with Access Nova Scotia. Our Driving Instructors are paid by Driving School for a devoted time and delivered service regardless of the fact that the road test did not take place. DriveXpert Driving School would apologize for any financial inconvenience it may cause.

TERMINATION OF SERVICES/TRAINING

The DriveXpert Driving School and/or driver trainer have the right to terminate a driving training in reasonable circumstances such as but not limited to:

- If the learner driver chooses to drive the vehicle in a way that expressly against the instruction being given and is considered dangerous.
- If there is willful vehicle abuse
- If the learner driver insists on smoking during a training session.
- If the learner driver engages in unacceptable conduct.
- It is important for all members our staff to be treated with courtesy and respect. We have a Zero Tolerance Violence policy. This means that aggressive or violent behaviour towards our staff will
- not be tolerated under any circumstances and we have the right to terminate our services immediately (see Refund section to learn how it will impact your payment).

REFUNDS

- Refund will be issued if cancellation notice is given within 24 hours from registration and not individual credential for Online Student Portal provided.
- In the event that cancellation notice is given within 24 hours from registration date BUT school assess for Online Student Portal provided, you will be charged 50% of your course package.
- Refund will NOT be issued in case of cancellation notice is given after 24 hours from registration. NO EXCEPTIONS.
- There will be no refunds for the New Driver Education Course if any lessons (in-class/online or in-car) are not completed.
- Due to Registry of Motor Vehicles Regulations, New Driver Education Course is NOT transferable to another person.
- In the event, you have paid for the private driving lessons and would like to receive a refund before the commencement of driving lessons you will be refunded full amount paid.
- There will be NO refund if DriveXpert Driving School car booked for a Road Test in advance, unless provided at least 72 Hours (3 days notice).
- There will be no refunds in case of termination of our services as per Zero Tolerance Violence policy.
- All services must be completed within one year of enrollment. After the one-year services will be forfeited.
- The refund will be processed within 3-5 business days upon DriveXpert Driving School approval in the same payment form it was made out to. \$15 refund charge/fee is applied to the transaction to cover terminal administration fee.

PRIVACY

- DriveXpert Driving School take seriously and respects the privacy and personal information of our students. We do not share any of your information with any third parties
- All information provided to us will remain confidential
- From time to time you may be asked if we can take and use a photograph on our website for promotional use. You are not under any obligations to agree to this
- Our data is store inside the Microsoft Azure Data Centre which provides World Class 99.95% uptime, automatic data backup and State-of-The-Art security.

RECORD KEEPING

- Please pick up your certificate as soon as you finish all course requirements. School keeps records for two years, otherwise additional fee over 2 (two) years time will apply. Should you have any issues, please contact the school immediately to resolve any issue in respect the time frame.

SOCIAL DISTANCING

- Our school meet proper Social Distancing guidelines and provide additional protection for our students and staff by enabling students to sign their in-car signing sheet via Online Student Portal. You will be able to sign from any device, any time and eliminate passing papers, pens, or even mobile devices between student and instructor. For more Social Distancing precaution please refer to video "Our Response to COVID-19" in Home page at www.drivexpert.ca

COMPLAINTS

- For any legitimate concerns or complaints, you must call our office at (902) 320-60-60 or contact us at contact@drivexpert.ca

SURVEY

- We send from time to time a survey to gather both student and parent feedbacks near or after the course is complete. Survey is optional but we appreciate your feedback to help us improve our services.

CHANGES TO TERMS AND CONDITIONS

- We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.
- By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

LIABILITY WAIVER AGREEMENT

We request all out students/Parents to read and fully agree to this Liability Waiver agreement prior registration completed.

- I/we hereby indemnify, remise, release, discharge, acquit and forgive DriveXpert Driving School Inc., their employees, Contractors, Driving Instructors from all actions, causes of actions, suits, duties, demand claims, cost and expenses of any kind related to any health risk or adverse health related consequences, arising as a result of In-Car driving lessons.
- By enrolling to our Services, you confirm that you meet above hardware and software requirements as described in the Technical Requirement Section.
- I, the undersigned student Driver/ Parent /Guardian (if applicable), have read, understood and fully agreeing to all the above terms and conditions, and further agree to comply with them.
- I, the undersigned student, certify that statements in this document are accurate and consent to the release of any information contained herein to the Ministry of Transportation, Insurance Bureau of Canada and MTO Course Inspectors.
- DriveXpert Driving School Inc. and its employees, officers, and driving Instructors will take every known precaution possible to prevent the spread of the possible seasonal viruses, however there are certain inherent risk of participating in the In-Car driving lessons which are totally outside the control of our driving school/ driving instructors.