

Terms and Conditions

Atlas Driving School is owned and operated by Atlas Driving School INC.

These terms and conditions apply to all services offered by Atlas Driving School through:

➤ [Atlas Driving School](#)

By using the website and services, you agree to be bound by these terms and conditions and our privacy policy. In these terms and conditions, the words "website" refers to the Atlas Driving School website, "we", "us", "our" and "Atlas Driving School" refers to Atlas Driving School and "you" "client", "student" and "user" refers to you, the Atlas Driving School user.

The following terms and conditions apply to the website and services offered by Atlas Driving School. This includes the mobile and tablet versions as well as any other version of Atlas Driving School accessible via desktop, mobile, tablet, social media or other devices.

Please read and accept these terms and conditions before proceeding with payment.

(Payment is required before the lesson/booking + GST.)

Automatic - Class 5&7

Package name	Lesson (Hours)	Practice Before the Test Time & Vehicle for Road (minutes)	Fees
Advanced: 10 Lessons + Road Test	10	45	\$1,130.00
Automatic: Road Test 1	0	45	\$200.00
Beginner: 30 Lessons + Road Test	30	45	\$3,000.00
Experienced: 5 Lessons + Road Test	5	45	\$650.00
Upper Intermediate: 15 Lessons + Road Test	15	45	\$1,600.00
Intermediate: 20 Lessons + Road Test	20	45	\$2,080.00
Refresher: 3 Lessons + Road Test	3	45	\$460.00
Tune Up 1: 10 Lessons	10	0	\$965.00
Tune Up 2: 5 Lessons	5	0	\$485.00
Novice: 50 Lessons + Road Test	50	45	\$4,750.00
Automatic: Road Test 2	0	90	\$270.00
Tune Up 3: 3 Lessons	3	0	\$290.00

GLP Program

Package name	Lesson (Hours)	Practice Before the Test Time & Vehicle for Road (minutes)	Fees
GLP #1: 20 Hours In-class (Via Zoom) + Road Test	12	45	\$1,750.00
GLP #2: 20 Hours In-class (Via Zoom)	12	0	\$1,600.00

Individual Lessons

Package name	Lesson (Hours)	Practice Before the Test Time & Vehicle for Road (minutes)	Fees
Automatic: 1 Lesson	1	0	\$99.00

Manual - Class 5&7

Package name	Lesson (Hours)	Practice Before the Test Time & Vehicle for Road (minutes)	Fees
Manual tune up: 5 Lessons	5	0	\$500.00
Manual: 1 Lesson	1	0	\$110.00
Manual Road test: 45 Minutes	0	45	\$220.00

Restricted Class 4

Package name	Lesson (Hours)	Practice Before the Test Time & Vehicle for Road (minutes)	Fees
Restricted Class 4: 1 Lesson	1	0	\$120.00
Restricted Class 4: Road Test	0	45	\$220.00
Restricted Class 4: Road Test 2	0	90	\$300.00
Restricted Class 4 #2: 1.5 Lesson	1.5	0	\$170.00

Unrestricted Class 4

Package name	Lesson (Hours)	Practice Before the Test Time &	Fees
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		Vehicle for Road (minutes)	
Unrestricted Class 4: Road Test 2	0	90	\$350.00
Unrestricted Class 4: 1 Lesson	1.5	0	\$200.00

All Prices are Subject to Change

1. ACCEPTANCE OF TERMS

This agreement sets forth legally binding terms for your use of Atlas Driving School. By using the website and services, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, you must not use the website and services. We may modify this agreement from time to time, and such modification shall be effective upon posting on the website. You agree to be bound by any modifications to these terms and conditions when you use the website and the services offered on the website after such modification is posted on the website; therefore, it is important that you review this agreement regularly.

Use of our services is not permitted for children under the age of 13. In the case of children under the age of 18 and over the age of 13, it is the responsibility of the parent or legal guardian to determine whether use of the services or any of the content available on the website is appropriate for their child or ward. Atlas Driving School reserves the right to make any necessary age checks.

Atlas Driving School may, in its sole discretion, refuse to offer the services to any client or user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the website is revoked in such jurisdictions.

The website and services may only be used in compliance with these terms and all applicable local, state, national and international laws, rules and regulations.

By using the website and services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

2. NOTIFICATIONS AND NEWSLETTER

By providing Atlas Driving School with your email address and phone number, you agree that we may use your email address to send you important notifications and communications about our services, news and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your request through our contact information or by using the "unsubscribe" option in the emails. Opting out may prevent you from receiving emails regarding our services, important news and special content.

3. PACKAGES AND INDIVIDUAL LESSONS

Atlas Driving School offers the following packages and individual lessons

Automatic – Class 5 & 7

- Novice
- Beginner
- Intermediate
- Upper Intermediate
- Advanced
- Experienced
- Refresher
- Tune Up 1
- Tune Up 2
- Road Test 1
- Road Test 2
- 1 hour Individual Lesson

Automatic – Class 4: Restricted, Unrestricted

- Restricted Class 4 Individual Lesson (60 or 90 minutes)
- Restricted Class 4 Road Test #1
- Restricted Class 4 Road Test #2
- Unrestricted Class 4 Individual Lesson
- Unrestricted Class 4 Road Test

Manual – Class 5 & 7

- Manual Tune Up
- Manual 1 Hour Individual Lesson
- Manual Road Test

Individual Lessons:

By making a purchase of a package or individual lesson, you agree to purchase the package or individual lesson for the price advertised and indicated on the website at the time of purchase. Please check the prices and features of the packages and lessons before booking and purchasing a package.

When a customer makes a purchase of a package or individual lesson, Carousel Ave will send that customer an email whose purpose is to confirm the purchase of the package or individual lesson. This confirmation email will be produced automatically so that the user will have confirmation of their purchase and receipt of the order. Once the purchase of the individual lesson or package has been made, the client will be able to schedule the purchase according to the schedules available by Carousel Ave. Appointment scheduling will be subject to Carousel Ave's schedule availability. Atlas Driving School may change or discontinue the availability of packages and individual lessons at any time at its sole discretion.

4. PACKAGE EXPIRATION POLICY

All packages must be completed and scheduled within 12 months from the date of package purchase. After this period, the package will expire, and the pending and unscheduled appointments(s) will be cancelled, and no refund will be issued. Please refer to our refund policy for further information.

5. PAYMENTS

Packages can be paid through the following payment methods:

- Credit/debit card (Visa, Mastercard, Discover, Amex, Diners, etc.)

Payment for the corresponding package or service will be processed through our payment processor Stripe. Payment for the package will be charged to your credit/debit card immediately upon completion of the package booking and payment process. The package will be activated upon completion of the booking and payment process. Once a package is purchased, we will send an electronic receipt to the user's email address as inputted during the purchase process.

If you find any inconsistencies in your billing, please contact us via our contact details, or you can make a complaint via the customer service of the relevant payment processor.

If your card is declined, you will receive an error message. No payment will be charged to your card and no order will be processed. There may be a pending transaction on your account until your card issuing bank withdraws the authorization. This usually takes 2 to 5 business days. Your card may be declined for a number of reasons, such as insufficient funds, AVS (Address Verification System) mismatch, or you may have entered an incorrect security code.

If your payment is declined, you will need to provide an alternative payment method or card for which the payment can be charged and processed through.

Your payment details will be treated and retained securely and for the sole purpose of processing the purchase of the packages. Atlas Driving School reserves the right to engage with any payment platform available on the market, which processes your data for the sole purpose of processing the purchase of the packages.

6. DURATION OF LESSONS AND ADDITIONAL PASSENGER

The duration of each lesson is a minimum of one hour. The lesson consists of 50 minutes of practice followed immediately by 10 minutes of review and administration by the instructor. Please note that if the student wishes to include a passenger during the lessons, a surcharge of \$45.00 per lesson per additional passenger will be charged. Only one additional passenger is allowed per lesson.

7. ORIGINAL AND VALID DRIVER'S LICENSE

It is mandatory and required by law to have an original and valid driver's license, regardless of the class type. Students must carry their physical driver's license for and during lessons. Failure to possess the original and valid driver's license when purchasing packages or at the time of the appointment will result in the cancellation of the appointment. Appointments cancelled due to failure to present a driver's license prior to the start of the appointment will not be rescheduled without payment of the appointment per our Refund Policy. Students will be responsible for covering the cost of the appointment(s) cancelled for failure to present an original and valid driver's license.

8. CODE OF CONDUCT

Students must treat our staff with respect, including instructors assigned to lessons. Atlas Driving School will not tolerate abusive, aggressive or threatening behavior towards any member of our team. Students are prohibited from showing up for lessons under the influence of alcohol, drugs or any substance that limits the student's expertise or reflexes during lessons. In cases where a student shows up for lessons under the influence of alcohol, drugs or any other substance that limits the student's expertise or reflexes, Atlas Driving School reserves the right to cancel the lesson or cancel the package without refund.

9. ROAD TEST BOOKING SERVICE

To book the road test, please visit ICBC.com. Alternatively, you may request Atlas Driving School to make the reservation, on your behalf, for a fee of \$50.00 per reservation, or \$50.00 per change made to the appointments with ICBC through Atlas Driving School.

Students understand that if they do not attend a road test appointment that has been booked on their behalf without providing at least 48 hours' notice of cancellation or a reason that is satisfactory to ICBC, they will be charged a fee by ICBC for each missed road test appointment. This fee is in addition to the regular road test fees charged by ICBC.

10. USE OF USERS' IMAGE

Through the use of our services, we may take pictures of our customers as a record of the lessons. By using our services, the client authorizes us to use their image for marketing purposes on our social networks. The image of our customers will be used solely and exclusively for marketing purposes. The customer or user can withdraw their consent at any time by sending us their request through our contact information.

11. DISCLAIMER

By purchasing or engaging the services of Atlas Driving School, you agree that Atlas Driving School does not guarantee success or failure of the services provided by Atlas Driving School. Atlas Driving School is not responsible for any losses or benefits that our clients may suffer or obtain that are directly or indirectly related to the provision of our services. The client acknowledges that the ultimate success or failure of the services provided by Atlas Driving School will be the result of each client's particular situation beyond the control of Atlas Driving School.

By accessing the website and the content available on the website, you accept personal responsibility for the results of using the information available. You agree that Atlas Driving School has not guaranteed the results of any actions taken, whether or not advised by this website or the content. Atlas Driving School provides resources and content for informational purposes only. We do not guarantee that the information available on the website is accurate, complete or updated. The content of this website is provided for general information and should not be taken as professional advice. Any use of the material provided on this website is at the individual's own risk.

12. COPYRIGHT

All materials on Atlas Driving School, including and without limitation to names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software and other elements, are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Atlas Driving School or by third parties that have licensed or otherwise provided their material to the website. You acknowledge and agree that all materials on Atlas Driving School are made available for limited, non-commercial, personal use only. Except as specifically provided herein, no material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Atlas Driving School's prior written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to utilize Atlas Driving School or any part of the material for any purpose other than its intended purposes is strictly prohibited.

13. COPYRIGHT INFRINGEMENT

Atlas Driving School will respond to all inquiries, complaints and claims relating to alleged infringement or violation of provisions contained in Canadian and international copyright and intellectual property laws and regulations. Atlas Driving School respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the Atlas Driving School website infringes your copyright or other intellectual property rights, please submit your request through our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed upon. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that Atlas Driving School can find it on the website.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorized to act on its behalf.
- An electronic or physical signature of the copyright owner or person authorized to act on the copyright owner's behalf.

14. CONFIDENTIAL INFORMATION

Information provided by our clients through our services will be treated as confidential information and will be used solely for the purpose of providing our services properly. Atlas Driving School will protect such confidential Information from disclosure to third parties by employing the same degree of care used to protect its own confidentiality or proprietary information of similar importance. If necessary to carry out a prospective business relationship, Atlas Driving School may disclose confidential information received pursuant to our services to employees and/or consultants, provided that the consultants are obligated to protect such confidential information from unauthorized use and disclosure. Confidential information shall not be disclosed to any third party without the prior written consent of the client who is the owner of the information.

15. PERSONAL DATA

Any personal information you submit in connection with the services and use of the website will be used in accordance with our privacy policy. By using the services, you agree that we may collect and store your personal information. Please see our privacy policy.

16. PROHIBITED ACTIVITIES

The content and information available on the website (including but not limited to, data, information, text, music, sound, photos, graphics, videos, maps, icons or other material), as well as the infrastructure used to provide such content and information, is proprietary to Atlas Driving School or licensed to the Atlas Driving School by third parties. For all content other than your own personal content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell or re-sell any information, software or services obtained from or through the website. In addition, the following activities are prohibited:

- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any robot, spider, scraper or other automated means or manual process for any purpose not in accordance with this agreement or without our express written permission.
- Violate the restrictions in any robot exclusion headers on the services, bypass, or circumvent other measures employed to prevent or limit access to the services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our

infrastructure.

- Deep-link to any portion of the services for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the website into any other website or service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Atlas Driving School in connection with the services.
- Circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict the use of or copying of any content.
- Download any content unless it's expressly made available for download by Atlas Driving School.

17. DISCLAIMER OF WARRANTIES

Because of the nature of the internet, Atlas Driving School provides and maintains the website on an "as is", "as available" basis and makes no promise that use of the website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our website services for any reason beyond our control.

Our website may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above, we can give no other warranties, conditions or other terms, expressed, or implied, otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the website in breach of these terms you will be liable and held accountable to reimburse Atlas Driving School for any loss or damage caused as a result.

Atlas Driving School shall not be liable in any amount for any failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including and without limitation, internet outages, communications outages, fire, flood, war or any uncontrollable act of nature.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Atlas Driving School excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Atlas Driving School and Atlas Driving School shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the website or service purchased through the website.
- Any loss or damage resulting from your use or inability to use the website or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the website or from transmissions via emails or attachments received from Atlas Driving School.
- All representations, warranties, conditions and other terms for this notice would have effect.

18. ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by Atlas Driving School for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any Cleaner User, internet accessibility or availability, or for traffic congestion or unauthorized human act, including any errors or mistakes.

19. INDEMNIFICATION

You agree to defend and indemnify Atlas Driving School from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the services.

20. CHANGES AND TERMINATION

We may modify the website and these terms at any time at our sole discretion, and without notice. You are responsible for keeping yourself informed of these terms. Your continued use of the website constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified, all changes to these terms apply to all users and clients. In addition, we may terminate our agreement with you under these terms at any time by notifying you in writing (including by email) or without notice.

21. NO PARTNERSHIP

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Atlas Driving School as a result of these terms or your use of the services.

22. INTEGRATION CLAUSE

This agreement together with the privacy policy and any other legal notices published by Atlas Driving School, shall constitute the entire agreement between you and Atlas Driving School concerning and governing your use of the website and the services.

23. DISPUTES

The user agrees that any dispute, claim or controversy arising out of or relating to these terms and conditions, or the breach, termination, enforcement, interpretation, validity thereof, or the use of the services, shall be resolved by binding arbitration between the user and Atlas Driving School, provided that each party retains the right to bring an individual action in a court of the appropriate jurisdiction.

In the event of a dispute arising in connection with the use of the services or the breach of these conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate a formal dispute proceeding by sending us a communication through our contact information. Atlas Driving School may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue with the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the website and services.

The courts of Canada, shall have jurisdiction over any dispute, controversy or claim relating to Atlas Driving School and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of Canada.

24. IN-VEHICLE VIDEO RECORDING POLICY

Atlas Driving School has installed dash cameras in its training vehicles for safety, training, and quality assurance purposes. These devices record both audio and video inside and outside of the vehicle during driving lessons. By enrolling in our programs and using our services, you acknowledge and consent to such recordings.

Recordings may be reviewed by Atlas Driving School management for the purposes of:

- Monitoring driver and student conduct;

- Responding to incidents, complaints, or insurance matters;
- Training and quality control;
- Ensuring compliance with safety regulations.

Video footage will be stored securely and retained only for as long as necessary to fulfill these purposes or as required by law. If you have concerns or wish to request access to footage involving you, please contact us at info@atlasdrivingschool.ca.

If you do not consent to being recorded, please notify us in writing prior to your first lesson. However, please note that this may impact our ability to provide certain services.

25. FINAL PROVISIONS

These terms and conditions are governed by the laws of Canada. Use of the website and services are not authorized in any jurisdiction that does not give effect to all of the provisions of these terms.

Our performance of these terms is subject to existing laws and legal processes, and nothing contained in these terms limits our right to comply with law enforcement, other governmental or legal requests, or requirements relating to your use of our website or information provided to or gathered by us with respect to such use.

If any part of these terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

Dash Cam Consent Clause

By signing below, I acknowledge that I have read and understood the In-Vehicle Video Recording Policy above. I consent to the use of dash cameras inside Atlas Driving School vehicles during my driving lessons, and I understand the purposes for which the recordings may be used.

Student Name: _____ Date: _____

Student Signature: _____

If the student is under the age of 18, a parent or legal guardian must also provide consent:

Parent/Guardian Name: _____ Relationship: _____

Parent/Guardian Signature: _____ Date: _____

Optional Photo & Media Release

I consent to Atlas Driving School using photographs and/or video images of me taken during lessons (excluding any images captured via in-vehicle dash cameras) for promotional and educational purposes on its website, social media, or other marketing materials. I understand I can revoke this consent at any time in writing.

I consent / I do NOT consent: _____

Student/Guardian Signature: _____ Date: _____

REFUND POLICY

1. PURCHASES

All packages must be completed and scheduled within 12 months from the date of package purchase. After this period, the package will expire, and the pending and unscheduled appointment(s) will be cancelled, and no refund will be issued. Please refer to our Terms and Conditions for further information.

Students may request a refund of the package only after the first class. In cases where the student requests a refund of the package, the student will be charged for each individual lesson taken from the package and the remaining value of the package will be refunded.

Please note that in the case of requesting a package refund after the first lesson, a processing fee of \$42.00 will be applied to the refund amount in addition to the charge for each individual lesson completed from the package.

2. LATE CANCELLATIONS

In the case of canceling an appointment already scheduled, a minimum of 48 hours' notice is required to cancel the appointment lesson for a full refund. Please note that no refund will be issued if cancellation requests are submitted within 48 hours prior to the scheduled appointment time. Should the student wish to reschedule a missed appointment, the following applies:

- Any cancellation notice received less than 48 hours prior to the scheduled appointment date and time is subject to a \$40.00 rescheduling fee.
- Any cancellation notice received less than 24 hours of the scheduled appointment date and time is subject to full payment of the appointment as the rescheduling fee.
- Students who do not arrive for their scheduled appointment will be responsible for the full amount of the appointment as the rescheduling fee.
- Should the student fail to possess their original, valid driver's license at the time of their scheduled appointment, the appointment will be cancelled and subject to full payment of the appointment as the rescheduling fee.

3. REFUND PROCESSING

Once the refund has been requested, the refund may take up to 5 business days to be processed. The refund will be made through the original payment method unless otherwise agreed to between the user and Atlas Driving School.

Contact Information

If you have questions or concerns about these terms, please contact us through our contact form, or at the following point of contact:

info@atlasdrivingschool.ca