

Terms and Conditions for Learn&Log

1. General

- (1) The Terms and Conditions set out below, together with the disclaimers, notifications and content in Learn&Log™ and any links referred to in this document explains the Terms and Conditions (“Terms”) for use of Learn&Log, whether as a learner driver or supervisor.
- (2) If you do not accept these Terms and Conditions, you must not use Learn&Log. Learn&Log is provided by the State of Western Australia acting through the Department of Transport (ABN 27 285 643 255) for use by Western Australian learner drivers to record supervised driving hours in a logbook in accordance with the Road Traffic (Authorisation to Drive) Regulations 2014.

2. Interpretation

In these terms:

- (a) “us”, “our”, “we”, “the Department” or “the State” means the State of Western Australia, acting through the Department of Transport (ABN 27 285 643 255);
- (b) “you” “your(s)” and “user” means the person(s) named including the learner driver and supervisor authorised to use Learn&Log or the website provided by us, including DoTDirect;
- (c) “the Act” means the *Road Traffic (Authorisation to Drive) Act 2008* (WA);
- (d) Learn&Log™ is a linkable “service” available within the ServiceWA app and includes the associated technology, system, database and data storage arrangements;
- (e) “CEO DoT” means the Chief Executive Officer of the Western Australian Department of Transport (ABN 27 285 643 255);
- (f) “data” means all information, including personal information entered by you when using Learn&Log and includes, without limitation, journey data and hours, and other information as entered, downloaded and generated by or through the systems associated with Learn&Log, including the logbook and reports in any form;
- (g) “Declaration of Completion” means a document within the Learner Log Book or an electronic version in Learn&Log which is signed by a person holding a learner’s permit to verify that the hours recorded within the logbook as being hours of driving undertaken in the course of instruction by a supervisor are correct;
- (h) a reference to “DoTDirect” means the self-management online system operated by us <https://www.transport.wa.gov.au/dotdirect/dotdirect.asp>;
- (i) “DoTDirect account” is an electronic account which is part of DoTDirect and is used to access both DoTDirect and Learn&Log;
- (j) “learner driver” means a person who holds a learner’s permit as defined in section 3 of the Act;
- (k) “Learner Log Book” means a hard copy book as provided by the Department which is a logbook as stated under regulation 16A(2)(b)(ii) of the Regulations as amended from time to time;
- (l) “logbook” means a logbook approved by the CEO DoT under regulation 16A(2)(b)(ii) of the Regulations;
- (m) “New Trip” means any trip recorded in real time, whether the device on which Learn&Log is used was online or offline;
- (n) “Past Trip” means any trip that could not be recorded at the time of supervised driving which is subsequently manually entered into Learn&Log as a Past Trip;
- (o) “Graduated Driver Training and Licensing System” means the requirements set out under regulation 16A of the Regulations as amended from time to time;
- (p) “mobile device” means a mobile phone or tablet computer;

- (q) “the Regulations” means the Road Traffic (Authorisation to Drive) Regulations 2014 (WA);
- (r) “supervisor” means a person who may give driving instruction to a person who holds a learner’s permit which is those persons listed under regulation 43(2) of the Regulations and persons who hold a licence issued under the *Motor Vehicle Drivers Instructors Act 1963* (WA);
- (s) “trip” means driving undertaken by you under the course of instruction by a supervisor for a specific amount of time that is more than 10 minutes duration;
- (t) “Vehicle” means a vehicle as defined in the *Road Traffic (Administration) Act 2008* which is used in the course of supervised driving, that may be registered in the name of the supervisor or any other person or organisation;
- (u) a reference to the “website” means <https://www.transport.wa.gov.au/index.asp>;
- (v) any other expression in these Terms that is defined in the Act and Regulations has the meaning as stated in those laws;
- (w) a reference to any legislation or regulation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them; and
- (x) specifying anything after the words ‘includes’ does not limit what else is included unless there is express wording to the contrary.

3. User Agreement – Learner Driver

- (1) By registering for or using Learn&Log, you acknowledge that you have read and accept these Terms and agree to be bound by them, and a legally binding agreement is formed between us and you (“Agreement”). Your use of Learn&Log constitutes your acceptance of these Terms, which takes effect each time you use Learn&Log. If you do not agree with these Terms, you must cease using Learn&Log and immediately remove it.
- (2) The State reserves the right to amend, modify, add, delete and make corrections to these Terms or by updating Learn&Log to incorporate new Terms at any time without notice. All changes to the Terms are effective from the date they are posted and your continued use of Learn&Log will constitute your acceptance of the variation of the Terms. Your access to and use of Learn&Log may be terminated at any time without notice.
- (3) You agree to and must comply with the terms listed under the heading ‘Terms of use’, which forms part of these Terms, relating to the use of Learn&Log, our websites you access through Learn&Log and information which you access: [Our website \(transport.wa.gov.au\)](https://www.transport.wa.gov.au).
- (4) You are responsible for ensuring that all persons, including persons who use Learn&Log through your DoTDirect account, are aware of these Terms, and agree to abide by them.

4. User Agreement – Supervisor

- (1) By using Learn&Log through the DoTDirect account of a learner driver, you acknowledge that you have read and accept the Terms and agree to be bound by them, and an agreement is formed between us and you.
- (2) The State reserves the right to amend these Terms at any time without notice. Your continued use of Learn&Log following such amendment of these Terms will represent an acknowledgment that you have read the Terms as amended and agree to be bound by them.
- (3) You agree to us checking the status of your driver’s licence, and if applicable, your Motor Vehicle Driving Instructor Licence, to determine your eligibility to be a supervisor and notifying the learner driver if you are unauthorised to be a supervisor.

- (4) You agree to us checking the validity of your vehicle licence or the vehicle licence of your organisation, and notifying the learner driver if that vehicle licence is invalid.

5. Use of Learn&Log

- (1) To use Learn&Log you must:
 - (a) be the holder of a valid Western Australian learner's permit for class C or R-E or be a supervisor;
 - (b) have elected to use Learn&Log;
 - (c) be required to complete the Graduated Driver Training and Licensing System; and
 - (d) for multiple class holders, Learn&Log will no longer be available for use once a driver's licence for class C or R-E has been granted.
- (2) Your right to use Learn&Log is for personal, non-commercial use and may not be transferred or sub-licensed.
- (3) To use Learn&Log you must have a mobile device with a compatible operating system. We may change mobile device requirements for Learn&Log from time to time.
- (4) We may not support previous versions of Learn&Log and you may be required to update to the latest version to continue using Learn&Log.
- (5) For multiple users sharing one device, all trips must be completed and validated while Learn&Log is Online prior to switching between users to prevent any loss of trip data.
- (6) You may use Learn&Log to record, enter and update your data, including hours of driving in the course of instruction by a supervisor, your supervisor's details, vehicle details and to view information and material provided by us associated with as stated in these Terms. You may not use Learn&Log for any other purpose.
- (7) Learn&Log records trips using a timer. If 30 seconds or more is recorded, then the time will be rounded up to the nearest minute. If less than 30 seconds is recorded, then the time will be rounded down.
- (8) Trips that are not recorded by Learn&Log must be manually entered into Learn&Log as a Past Trip. You can only manually enter a trip into Learn&Log that has occurred within the 3 year period of your current learner's permit and you cannot manually enter a trip until it has actually occurred and been completed.
- (9) All Past Trips recorded in Learn&Log must not exceed a total of 10 hours.
- (10) Entering driving conditions are optional for past or new trips.
- (11) Any driving undertaken by you under the course of instruction by a supervisor that is less than 10 minutes in duration will not be accepted as a trip in Learn&Log.
- (12) We reserve the right to refuse to accept a trip or prevent a New Trip from being recorded if your learner's permit is invalid.
- (13) You may enter details of more than one supervisor and a reference in these Terms to your supervisor refers to all your supervisors.
- (14) Each supervisor you drive with must be added to Learn&Log, and your supervisor's personal details and driver's licence or Motor Vehicle Driving Instructor Licence number which are entered into Learn&Log must match the details on their licence. We reserve the right to refuse to accept a trip or prevent a New Trip from being recorded if your supervisor's details are incorrect, if your supervisor does not hold a valid driver's licence or Motor Vehicle Driving Instructor Licence, or if your supervisor does not meet experience or licence class requirements to provide instruction.
- (15) Each vehicle you drive in must be added to Learn&Log and the vehicle plate number which is entered into Learn&Log must match the details of the vehicle licence. We reserve the right to refuse to accept a trip or prevent a New Trip from being recorded if the vehicle details are incorrect, or the vehicle licence is invalid.

- (16) Internet connection is required to access Learn&Log with your DoTDirect account, to submit the electronic Declaration of Completion, and to submit trips to us for verification. Trips recorded while your mobile device is offline will be held locally on the device, and will not be submitted to us for verification until there is connectivity. You should check the status of your trip once connectivity is restored. Any trips that do not meet our requirements will be refused and will not count towards your total of hours under which you were instructed by a supervisor.
- (17) You will be prevented from accessing Learn&Log with your DoTDirect account after a reasonable period of time, after which you will need to login with your DoTDirect account again to continue using Learn&Log.
- (18) Only trips recorded and saved in Learn&Log while or preceding a period when Learn&Log is in an online state can be accessed by installing and logging into Learn&Log on another mobile device.
- (19) Supervisors cannot access Learn&Log with their own DoTDirect account, but can endorse a trip that has been completed by providing an electronic signature within Learn&Log through the learner driver's DoTDirect account. If your supervisor does not endorse a trip, the duration of that trip will not count towards your total number of hours under which you have driven under the instruction of a supervisor.
- (20) Learn&Log allows you to input the total number of day and night time hours recorded in the Learner Log Book to help you track your progress towards completion. If you declare in Learn&Log that you have used the Learner Log Book to record trips, and those trips count toward the required quota of 50 hours of driving under the instruction of a supervisor (including 5 hours of night time driving) you must sign the Declaration of Completion in the Learner Log Book and present the entire Learner Log Book to us at the time of your driving test.

6. Limitations of Use

You must:

- (a) only use Learn&Log in accordance with these Terms;
- (b) not copy, transmit, distribute, reproduce, licence, alter, reverse engineer, adapt or modify the whole or any part of Learn&Log in any way whatsoever;
- (c) not use Learn&Log in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, including hacking into or inserting malicious computer code, including viruses or harmful data, into Learn&Log and the data or doing any act to unlawfully delete or otherwise misuse data;
- (d) not use Learn&Log in any way that could damage, disable, overburden, impair or compromise Learn&Log and the data;
- (e) comply with all applicable laws and regulations relating to the use of Learn&Log or associated with Learn&Log including the Act and Regulations;
- (f) not enable or permit any other person (other than your supervisors), electronic application or system to access or use your data through Learn&Log; and
- (g) acknowledge that you have no rights in, or to, Learn&Log or technology used or supported by Learn&Log, other than the right to use Learn&Log in accordance with these Terms.

7. Obligations of User

- (1) You are responsible for any use of your DoTDirect account, including the management of passwords.
- (2) You must not access or link to, or seek to access or link to, any other person's DoTDirect account.
- (3) You are solely responsible for the contents of data provided. It is an offence under the *Road Traffic (Administration) Act 2008* to give information known to be false or misleading.
- (4) You assume all risks associated with use of Learn&Log and DoTDirect, including risk of your computer or mobile device, software or data being damaged by any

malicious computer software (including but not limited to viruses, worms and trojan horses) which might be transmitted or activated via DoTDirect or Learn&Log.

- (5) You agree:
- (a) that all material, information and other types of data submitted to us will be, to the best of your knowledge, true, accurate and complete;
 - (b) to provide certain, current, complete, and accurate information about you, your supervisors and vehicles used for trips as prompted to do so by Learn&Log;
 - (c) to keep your DoTDirect account password secure; and
 - (d) to use Learn&Log only for lawful purposes and in a manner that does not infringe the rights or restrict or inhibit the use and enjoyment of Learn&Log by any third party.

8. Suspension or Termination

- (1) We reserve the right to suspend or terminate access to, or use of, Learn&Log for any reason with or without notice. Where access is suspended for more than (7) consecutive days, or where the access is terminated, this Agreement will also be terminated.
- (2) By using Learn&Log, you agree:
 - (a) We reserve the right to suspend or terminate your use of Learn&Log, any service we provide on Learn&Log and this Agreement, with notice, if you breach any of the Terms of this Agreement.
 - (b) Where the Agreement is suspended, and following investigations into the circumstances leading to the suspension, it is found no breach of the Terms has occurred, your use of Learn&Log and any services we provide on Learn&Log will be immediately restored.
- (3) We may also suspend or terminate your use of Learn&Log and any service we provide on Learn&Log at any time, with or without notice, if you breach the Terms.
- (4) At any time you may terminate this agreement by ceasing all use of Learn&Log and removing Learn&Log from your mobile device/s.
- (5) Provisions of the Terms which are expressed or implied to survive termination of this agreement will continue to apply following termination of this Agreement.

9. Intellectual Property Rights

- (1) The State is the owner of Learn&Log (subject to any third party rights). All intellectual property in Learn&Log and information and material published on Learn&Log is owned by, or licensed to, the State. You obtain no interest in this intellectual property. All content in Learn&Log, including but not limited to all software, design, brand names, text, photographs, videos, information, sound recordings, images and other material is protected by copyright, trademark and intellectual property laws in Australia. You may not do anything which interferes with or breaches those laws or the intellectual property rights in Learn&Log or any of its components.
- (2) The State is the owner of all data and grants you a non-transferable, non-exclusive, revocable, fee free licence (excluding right of sub-licence) to use, update and download the data only for the purposes permitted under these Terms. This licence will terminate on the termination of this agreement or following any termination as provided under clause 8 of this Agreement.
- (3) You agree that the State may use, retain, copy or otherwise deal with the data in connection with the State's functions, subject to compliance with privacy legislation.

10. Privacy

- (1) You acknowledge that information about you, your supervisor and vehicles used for trips, including information provided to us when installing and registering to use

Learn&Log and the data you enter will be held by the State. You must obtain the consent of your supervisor to use their personal information, including where applicable the details of their vehicle, in accordance with the Terms, prior to recording their details in Learn&Log.

- (2) Personal information is collected by us for the purpose of providing Learn&Log as a logbook under the Regulations to determine if the learner driver has completed 50 hours of driving in the course of instruction by a supervisor (including at least 5 hours of night time driving) as required by the Regulations.
- (3) You acknowledge that we are not obliged to use personal information provided by you via Learn&Log to update other systems or databases operated by us.
- (4) We reserve the right to use any information you provide via Learn&Log for the purpose of ensuring and investigating your compliance with road safety laws.
- (5) All personal information collected via Learn&Log may be disclosed to relevant third parties such as law enforcement agencies, interstate driver licensing authorities, or to other persons for road safety purposes. The State will not disclose your personal information to any other third party without your consent unless required to or authorised by law.
- (6) Personal information will be securely stored by us including through cloud service providers who will encrypt, save and store your personal information in their systems.
- (7) By agreeing to these Terms, you consent to the State's use of your personal information for the purposes of supplying Learn&Log.

11. Data

- (1) By using Learn&Log, you agree:
 - (a) to be responsible for your own use of Learn&Log;
 - (b) that the data entered by you using Learn&Log is true, accurate and complete; and
 - (c) that the data entered by you using Learn&Log does not contain any material which:
 - (i) is or is likely to be defamatory of or deceive any person;
 - (ii) is or is likely to be obscene, offensive, hateful or inflammatory;
 - (iii) promotes sexually explicit or violent material;
 - (iv) promotes discrimination including based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (v) is or is likely to be in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (vi) promotes any illegal or unlawful activity or advocates, promotes or assists any unlawful act such as (by way of example only) copyright or trade mark infringement or computer misuse;
 - (vii) threatens, abuses or invades another's privacy;
 - (viii) is likely to or does harass, upset, embarrass, alarm, annoy or cause inconvenience or nuisance to any other person;
 - (ix) impersonates any person, or misrepresents your identity or affiliation with any person; or
 - (x) is or is likely to bring us into disrepute including as a result of your acts or omissions.
- (2) You agree that:
 - (a) we have no obligation to check, verify or manage the entry of your data when using Learn&Log at any time, this is your responsibility;
 - (b) once you have entered all data and all other requirements in accordance with the Act and Regulations, you may submit your logbook to the CEO DoT for approval;

- (c) when your logbook is given to the CEO DoT for approval your logbook becomes the property of the State;
- (d) we do not accept your logbook until such time you submit a declaration of completion; and
- (e) if you use Learn&Log and you are a new driver's licence applicant for a vehicle of class C who has reached 25 years of age, you are not required to submit a completed logbook to us for approval.

12. Exclusion of Warranties

- (1) No advice or information, whether oral or written, obtained by you from the State shall create any warranty or representation not expressly made herein.
- (2) All content and services on or available through Learn&Log and DoTDirect are provided on an 'as is' and 'as available' basis and without warranties of any kind, expressed or implied, except any which may be implied by statute and are incapable of exclusion, in respect of Learn&Log or its content.
- (3) To the maximum extent permitted by law, the State excludes, and does not make any representation, warranty or endorsement of any kind, whether express or implied, in relation to the content, accuracy, completeness, accessibility, suitability, safety, security, reliability, or any other aspect of:
 - (i) any material and/or information (including data) through or in Learn&Log or DoTDirect;
 - (ii) the performance, operation, functionality and availability of Learn&Log or DoTDirect at any time and for any period;
 - (iii) the loss, damage, corruption or degradation of any data or other material as a result of the use of Learn&Log;
 - (iv) the data you enter into Learn&Log being available and accessible at any time and for any period;
 - (v) the suitability of the information accessible for viewing by minors or any other person; and
 - (vi) the data you enter into Learn&Log being suitable and sufficient to meet the logbook requirements (including approval by the CEO DoT) under the Act and Regulations.
- (4) The State accepts no responsibility for the completeness, reliability or accuracy of any of the information contained on or accessed through Learn&Log or DoTDirect and makes no representations or warranties about its suitability for any particular purpose.

13. Exclusion of Liability

- (1) To the maximum extent permitted by law, the State excludes all liability to you or anyone else for any loss, injury or damage (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss, damage or corruption of data or failure to realise anticipated savings or benefits or business opportunities) of any kind (however caused or arising) relating in any way to Learn&Log or DoTDirect including, but not limited to, loss, injury or damage you might suffer as a result of:
 - (a) the use of, reliance on, or action taken as a result of, any information or material in Learn&Log and the data, or information contained on or accessed through DoTDirect whether or not caused by any negligence on the part of the Department or its agents;
 - (b) accessing, displaying and using Learn&Log, DoTDirect or data or your inability to access Learn&Log or DoTDirect;
 - (c) any interruption, suspension or termination of Learn&Log and access to the data in whole or in part for whatever reason including failure of or suspension of public or private telecommunications network;
 - (d) the unavailability, unsuitability and non-connectivity of third party content;

- (e) any unauthorised access to or use of our secure servers;
 - (f) your failure to keep your password or details for your DoTDirect account secure and confidential; and
 - (g) any loss, damage, corruption, degradation of or interference with any data or other material as a result of the use of Learn&Log, DoTDirect and data including in relation to any malicious computer program (including but not limited to viruses, worms and trojan horses) or other harmful code or communications that may infect your computer or device.
- (2) You agree that your access and use of Learn&Log, DoTDirect and data is done at your own risk, and the State accepts no responsibility for any interference, loss, damage or disruption to your own computer or mobile device or otherwise which arises in connection with your use of Learn&Log, DoTDirect and data.
 - (3) You must take your own precautions to ensure that the process which you use to obtain access to Learn&Log, DoTDirect and data does not expose you to the risk of malicious computer programs (including but not limited to viruses, worms or trojan horses) or other forms of interference which may damage your computer or mobile device or otherwise cause you or any person loss, damage or corruption.
 - (4) The State does not warrant that Learn&Log, information and or material (including data) is free from malicious computer software (including but not limited to viruses, worms and trojan horses) or other conditions that could damage or interfere with data, hardware or software. Accordingly, the State excludes to the maximum extent possible, any liability for any loss suffered as a result of any such malicious computer software or defects.
 - (5) We make downloadable materials (including data) available under the following conditions:
 - (a) downloadable material within Learn&Log (including data) is provided on the basis that you will conduct any necessary virus scanning and other checks so as to protect the data, mobile or computer device and software systems and those of any other person; and
 - (b) you agree that we will not be liable to you for any loss, injury or damage however caused (including by negligence) that arises in any way from the use of the downloaded material (including data).
 - (6) You agree that any legal liability on the part of the State will be reduced by the extent, if any, to which you contributed to the loss.
 - (7) These Terms do not attempt or purport to exclude liability arising under statute if, and to the extent, that such liability cannot be lawfully excluded.
 - (8) The exclusion of liability applied to the Terms as set out in this clause 13 applies to claims whether in contract, tort (including, without limitation, negligence) or equity and even if the State has been notified of the possibility of such loss or damage.

14. Indemnity

- (1) You waive, release, forgive, discharge and relinquish any and all claims that you may have against the State, its related entities and officers, employees, contractors, agents and representatives, in connection with, or arising out of, or incidental to, your access to or use of Learn&Log, DoTDirect and data, including but not limited to downloading any information and materials (including data) in or from Learn&Log or DoTDirect.
- (2) You release and indemnify the State, its related entities and officers, employees, contractors, agents and representatives ("those indemnified") from and against:
 - (a) any loss or damage or liability for any loss or damage incurred by you;
 - (b) any loss, liability, claim, demand, damage or expense (including legal fees) made by any third party against those indemnified, howsoever caused (including through negligence) directly or indirectly arising out of or in connection with:
 - (i) your use of Learn&Log, and data or the use of DoTDirect;

- (ii) your use of or reliance on information contained in or accessed through Learn&Log and the data or DoTDirect; and
 - (iii) breach by you of the Terms;
- (c) the personal injury, illness or death of any person whether direct, indirect or consequential, arising out of or in connection with the use of Learn&Log and data or the use of DoTDirect; and
- (d) any unauthorised use or disclosure by you or your agents of personal information (as defined in the *Privacy Act 1988* (Cth)) held or controlled in connection with the Terms.

15. Third Party Content

- (1) Learn&Log may contain links to third party content including mobile applications owned and operated by third parties, who are not under the control of the State. The State does not approve, endorse, recommend or sponsor this linked content, their owners or operators, or any information, graphics, materials, products or services referred to or contained on those linked content, unless specifically stated.
- (2) The State is not responsible for the content of linked content and makes no representation as to the accuracy of any material on these applications.
- (3) The State, to the maximum extent possible, excludes liability for any loss suffered as a result of use of linked content, or reliance on the information contained within. The terms and conditions, terms of use and privacy policies of that linked content will apply to your use of that linked content.

16. Other Terms

- (1) We make no representation, warranty or endorsement of any kind that by using Learn&Log you will achieve your 50 hours of driving in the course of instruction by a supervisor, nor that you will automatically satisfy all requirements in respect of a logbook and the requirements of the Act and Regulations. We reserve the right to verify the accuracy of the data provided including that the verification of logbook entries have been properly made by your supervisor.
- (2) Interstate licensing authorities apply their own laws and regulations to driver licensing and you are responsible for ensuring that you comply with the relevant laws and regulations. We make no representation, warranty or endorsement of any kind that by using Learn&Log the data you provide to interstate licensing authorities will meet their requirements.
- (3) Any cost incurred in accessing and using Learn&Log or DoTDirect, including internet costs, is your responsibility.

17. Entire Agreement

This Agreement, together with the documents referred to in it, constitutes the entire agreement between you and us relating to Learn&Log and the data and supersedes all other agreements between the parties relating to the subject matter.

18. Severability

If any part of these Terms are found to be void, invalid, unlawful or unenforceable then that provision or part thereof will be deemed to be severed from these Terms, and the remaining terms and provisions of these Terms will remain in force and constitute the Agreement between you and the State.

19. Waiver

The failure by the State to exercise or enforce any right or provision under these Terms will not constitute a waiver of such right or provision. Any waiver of any rights or provisions under these Terms will only be effective if it is in writing and signed by us.

20. Conflicting Languages

If these Terms are translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

21. Governing Law

These Terms are governed by and interpreted in accordance with the laws in force in the State of Western Australia, and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia.