

ARMSTRONG'S DRIVER EDUCATION TERMS & CONDITIONS – MOTORCYCLE/SCOOTERS

By enrolling in any course you are agreeing to the Terms and Conditions as outlined below. For a full copy of Armstrong's policies and procedures, please download a copy of the Student Handbook from our website or ask our administration staff for one.

COURSE REQUIREMENTS

All courses require a minimum level of English language proficiency (based on Australia's minimum literacy standard) and general health and fitness to complete.

MEDICAL REQUIREMENTS FOR ALL VICROADS COURSES

To undertake any motorcycle course, you must not be disqualified from driving. You must not have an Australian or overseas licence which is cancelled, suspended or subject to a Fines Victoria sanction. You must check the permit/licence requirements for your course; the requirements for each course are detailed on course information or alternatively check with our customer service staff or website. You must bring your licence card and a secondary ID with you on the day of the course to be able to participate. Please note that if your Motorcycle Learner's Permit is suspended at any time, then the time of the suspension is not counted as part of the actual Motorcycle Learner's Permit time required. Without a Licence, of any kind - If you do not hold a licence of any kind, you must make a booking with VicRoads to complete the car learners permit test and have it issued. You must bring your Victorian car licence card or learners permit card with you on the day of your course.

If you arrive at a course with a cancelled or suspended licence, or a licence which is subject to a Fines Victoria sanction, or do not meet the VicRoads licence requirements YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY COURSE & NO REFUND WILL BE GIVEN.

LICENCE/PERMIT REQUIREMENTS

To undertake any motorcycle course you must not be disqualified from driving or have a cancelled or suspended Australian or overseas licence. You must check the permit/licence requirements for your course; the requirements for each course are detailed on course information or alternatively check with our customer service staff or website. You must bring your licence card and a secondary ID with you on the day of the course to be able to participate. Please note that if your Motorcycle Learner's Permit is suspended at any time, then the time of the suspension is not counted as part of the actual Motorcycle Learner's Permit time required.

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If you do not hold a licence of any kind, you must make a booking with VicRoads to complete the car learners permit test and have it issued.

You must bring your Victorian car licence card or learners permit card with you on the day of your course.

If you arrive at a course with a cancelled or suspended licence or do not meet the VicRoads licence requirements YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY COURSE & NO REFUND WILL BE GIVEN.

HANDBOOKS

For any client wanting to undertake the Motorcycle Learner's Permit course it is vital you obtain a copy and read the VicRoads publication "**Victorian Rider Handbook**" as it contains the information that is needed to complete the written exam in the course. Handbooks can be purchased from Armstrong's office, your local newsagency, VicRoads or can be downloaded from the VicRoads website.

CLOTHING REQUIREMENTS

For all Motorcycle Courses, it is mandatory that the following clothing requirements are adhered to –

Long pants & a long sleeve shirt

Solid shoes (work boots or runners are suitable, prefer NO steel capped boots)

DRUGS & ALCOHOL

It is essential that all clients arrive for their course at Armstrong's drug and alcohol free. If drugs and/or alcohol consumption is suspected or detected, the client will not be permitted to participate in the course. NO REFUND WILL BE GIVEN for any client removed from a course due to drugs and/or alcohol.

RE-ASSESSMENT & APPEALS

The assessment process involves two components – a written theory/knowledge test and a practical skills test. The practical skills test involves an off-road skills component and an on-road skills component. If the written theory/knowledge test is not completed satisfactorily, a second attempt will be provided, free of charge. Whereby a student undertakes a 2 Day Learners Permit course, and that student fails the assessment (off-road or on-road), as per VicRoads' requirements, students must repeat the whole of day two and pass the associated assessment within one month from the original training commencement day. Where a student repeats Day 2 for the first time within one month from the original training commencement day, there will be no additional charge. Where a student is required to repeat Day 2 for a second or subsequent time re-testing fees will apply. In addition, if a student fails to repeat the whole of Day two and pass the associated assessment within one month from the original training commencement day then the student will be required to complete both Day 1 and Day 2 again.

For further details regarding re-testing fees, contact our admin office on (03) 9464 6464. Re-testing times are subject to availability and must be booked in advance. Should you wish to appeal any assessment outcomes, you must first discuss the matter with your trainer. If the matter cannot be satisfactorily resolved, you may lodge an Assessment Appeal Notification. Further details regarding assessment appeals can be found in our Student Handbook available on our website or via our admin office.

PERSONAL SAFETY

Armstrong's is committed to providing a safe and secure training environment for its staff and students. Armstrong's will not tolerate violence or threats thereof in any form towards Armstrong's staff or other students. Armstrong's reserves the right to immediately cancel a student's course at any time, or refuse to deal with a student, in instances where a student (i) commits an act of violence on or towards a staff member or other student; (ii) makes a direct threat of violence towards a staff member or other student; (iii) including but not limited to, makes reference to, infers, gestures, or insinuates an act of violence against a staff member or other student; or (iv) otherwise makes a staff member or other student fearful for their personal safety or the safety of another. Where practicably to do so Armstrong's will warn the student that such behavior will not be tolerated and that the student's actions may result in their course being cancelled or Armstrong's refusing to deal with them, however Armstrong's is not required to provide any such warning and reserves the right to immediately cancel a student's course or refuse to deal with a student without warning in any of the above circumstances. Whether a student's actions were unintentional or unintentionally caused a staff member or other student to fear for their safety is not relevant and whether a staff member or other student feared for their safety is subjective in the circumstances. Where a student's course is cancelled or Armstrong's refuses to deal with a student due to any of the above circumstances that student will be required to immediately leave Armstrong's and the relevant authorities will be notified. In such instances no refund is applicable.

REFUND POLICY

- Full course fees are payable no less than 14 days prior to the commencement of the course. It is the client's responsibility to ensure that the fees are paid on time. Armstrong's may contact you to remind you that fees are due; however, this is a courtesy and not a requirement on our part.
- If a client fails to pay the course fees in time, 14 days prior to the course starting date, their place on the course will be cancelled.
- As all clients are informed prior to the commencement of any course about the course requirements, licensing requirements and medical requirements, if a client provides false or misleading information regarding their eligibility to participate then they will be removed from the course and no refund will be given.
- Where a client wishes to cancel their course or request a transfer of their course they must notify Armstrongs either by phone or by email using the Armstrongs office email address during office business hours. Notifications received outside of advertised office business hours will be deemed to have occurred the next business day. Notifications via Armstrongs' social media channels, website sales/support platforms (such as LiveChat), other online messaging platforms/services, or telephone message bank will not be accepted as a valid notification. Notification will be deemed not to have been received by Armstrongs until such time as the client has been contacted by a manager or sales team member of Armstrongs. For clients who have paid and wish to cancel with more than 7 days notice prior to the starting date of the course, a full refund will be given.
- For clients who have paid and wish to cancel with less than 7 days notice from the starting date of the course, a 50% refund will be given.
- For clients who have paid and wish to transfer to another available comparable course with more than 7 days notice prior to the starting date of the course, no extra charge will be payable.
- For clients who have paid and wish to transfer to an available comparable course with less than 7 days notice from the starting date of the course, a 50% refund will be given and the full fee for the new course will be applicable.
- Where a client fails to attend their course, fails to attend any part of their course, or cancels their course on the day of the commencement of their course, no refund will be given.
- It is the responsibility of all clients to check the course start times and ensure they arrive 10 minutes prior to the start of the course. In the interest of client safety and fairness to other clients, if a client arrives for a course more than 30 minutes after the starting time, without prior consent, they will not be permitted to participate and no refund will be given.
- Armstrong's reserves the right to remove any client from a course, with no refund, who disobey direct instructions from the trainer, behave in a manner that is considered disruptive or endangers Armstrong's trainers, other students or themselves.
- Any client requesting a refund due to extraordinary circumstances must make the request in writing and address the request to the CEO. All requests will be responded to in writing and if necessary after a full investigation, any refund will be paid by cheque. For the purposes of determining what type of situation/event constitutes 'extraordinary circumstances' please note that the following do not constitute extraordinary circumstances and do not provide a basis upon which a client can cancel, or refuse to continue with, their course once they have commenced any part of their training; (i) subjective quality of the client/trainer relationship (or lack thereof) as perceived by the client; and (ii) where you are unable to demonstrate competency in all of the on-range riding skills checks and are therefore unable to progress to, or undertake, on-road training and/or assessment.
- In instances where a client fails to attend, or is unable to attend, any or all of their course due to 'medical reasons' no refund will be given until such time as a valid medical certificate is provided to Armstrongs. Medical certificates must be provided to Armstrongs within two (2) business days of the booked commencement date of the client's course. Upon receipt of a valid medical certificate Armstrongs will refund 50% of the course fee paid. Any refund will be paid by cheque. Where a client fails to provide Armstrongs with a valid medical certificate no refund will be payable unless extraordinary circumstances exist. Where a client believes extraordinary circumstances exist, clients must make the request in writing and address the request to the CEO.
- Where a client is entitled to a refund and elects to have that refund retained by Armstrongs to off-set the cost of a course at a later date, that refund amount will be treated as a 'Store Credit'. A Store Credit will be refunded upon request so long as that request is made to Armstrongs in writing within 1 (one) month of the date that a refund was retained as a Store Credit. Where a Store Credit is refunded, that refund will be in the form of a cheque. Store Credits are not redeemable for cash. Store Credits are not transferrable. Store Credits cannot be used for payment of VicRoads fees. Store Credits are valid for a period of 12 (twelve) months only. Armstrongs is not responsible for notifying a client of the impending expiration of a Store Credit. Where a client fails to use a Store Credit within twelve (12) months from the date that the refund was retained as a Store Credit, that Store Credit is forfeited and no refund is applicable unless extraordinary circumstances exist. Where a client believes that extraordinary circumstances exist clients must make their request in writing and address their request to the CEO.
- Where a client makes a course booking online, by agreeing to Armstrongs terms and conditions, the client affirms that all information provided during the online booking process is true and correct. If it is found that incorrect, false, or misleading information has been submitted via Armstrongs online booking system Armstrongs can at its discretion remove the client from the booked course prior to the commencement date, or during the course. Where a client is removed from a course on the grounds that they supplied incorrect, false, or misleading information any course fee paid will be forfeited and no refund is applicable. Where it is found that a client supplied incorrect, false, or misleading information after the completion of their course but prior to Armstrongs issuing a Motorcycle Learners Permit receipt, Motorcycle Check Ride Certificate of Completion, Motorcycle Licence receipt, Heavy Vehicle Certificate of Competency, or Fork Lift Notice of Assessment, Armstrongs reserves the right to withhold the issuance of same and no refund is applicable. Where it is found that a client supplied incorrect, false, or misleading information after Armstrongs has issued a Motorcycle Learners Permit receipt, Motorcycle Check Ride Certificate of Completion, Motorcycle Licence receipt, Heavy Vehicle Certificate of Competency, or Fork Lift Notice of Assessment, Armstrongs reserves the right to report the matter to VicRoads and no refund is applicable.
- Any and all minors must be directly supervised by the client/their parent/guardian at all times whilst within the Armstrongs training facility. At no time are minors to be left unsupervised within the Armstrongs training facility and clients must not request that Armstrongs supervise a minor whilst a client undertakes training as such requests will be refused. In circumstances where a client cancels, or refuses to commence their training, on the basis that Armstrongs will not supervise a minor, the client will forfeit the full amount of their training course. Where the client is unable to make alternative arrangements for the supervision of the minor, the client will not be able to commence/recommence their training until such time as alternative supervision measures are in place and no pro-rata refund will be given for that period of time training lost.

PRIVACY

Personal information is collected from clients in order to manage and administer their course enrolment. Personal information including personal details, licence information and assessment results will be forwarded to VicRoads, WorkSafe or training and assessment partners, as appropriate.

DIGITAL MEDIA

Any and all information contained within Armstrongs' blog or on Armstrongs' social media accounts is true and correct as at the time of publication only and subject to change at any time. Information within Armstrongs' blog or on Armstrongs' social media accounts contains opinion and comment which is used for entertainment purposes and should not be relied upon when purchasing an Armstrongs training course. Clients must refer to the relevant course page at www.armstrongsdrivereducation.com.au when considering which training course is right for them. In the event that information contained

within Armstrongs' blog or on Armstrongs' social media accounts is contradictory or different from information contained on a training course web page, the information on the training course web page is to take precedence.

STUDENT ACKNOWLEDGEMENT & WARRANTIES

In consideration of safety and welfare of all Armstrongs students it is important that all motorcycle students adhere and observe all legislative Acts and Regulations whilst undertaking motorcycle training and/or assessment at Armstrongs.

If students have any concerns about their safety or the safety of others then they must immediately bring this to the attention of their trainer or another Armstrongs staff member at that time, or should it not be practical or safe to do so, as soon as it is practical and safe to do so.

Where an Armstrongs trainer or staff member observes, in their professional opinion, a student riding in a dangerous and/or unsafe manner which could give rise to an increase in the risk of injury to the student or others or increase the risk of damage to the student's property, Armstrongs' property, or other's property then the Armstrongs trainer reserves the right to immediately terminate that student's motorcycle training and/or assessment course. In such an instance where the student is using an Armstrongs motorcycle, the student will not be able to ride the motorcycle back to Armstrongs and Armstrongs will make alternative arrangements to collect the student and return the student to the Armstrongs office.

Prior to participating in any Armstrongs Driver Education Pty Ltd motorcycle training and/or assessment course all students are required to complete and sign a Student Declaration Form. By signing the Student Declaration Form you acknowledge that motorcycling is dangerous and that:

- you do not have to participate in on-road training and/or assessment and the decision to do so is at your final discretion. Where you are unable to demonstrate competency in all of the on-range riding skills checks but elect not to take part in on-road training no refund will be given
- you could be exposed to serious personal injury
- you agree to wear any and all appropriate PPE as required by law and as directed by Armstrongs
- you agree to act in a responsible and safe manner at all times
- you are not affected by or likely to become affected by drugs and/or alcohol at the commencement of, or during, your motorcycle training and/or assessment course
- you assume full responsibility for any personal injury or damage to personal property which you may sustain
- you warrant that where you elect to use your own motorcycle and PPE for the purposes of motorcycle training and/or assessment:
 - Your motorcycle is:
 - currently registered
 - roadworthy and not defective in any way
 - insured
 - LAMS approved whilst you are subject to motorcycle license and learner permit restrictions under the motorcycle graduated licensing system (M-GLS)
 - able to meet minimum levels of mechanical performance (such as, but not limited to, being able to reach and maintain minimum travelling speeds) as required under the M-GLS in order to satisfy minimum assessment criteria
 - Your PPE:
 - is fit for purpose
 - is not defective
 - has not had its protective capabilities compromised
- where you undertake a motorcycle lesson & test or motorcycle test only, it is a requirement under the M-GLS that you must demonstrate to the satisfaction of your trainer the basic road riding skills required for riding in a traffic environment before the on-road training and/or assessment
- if you are unable to demonstrate competency in all of the on-range riding skills checks, you will be held back from participating in on-road training and/or attempting the on-road assessment
- if you undertake a motorcycle lesson & test and you are unable to demonstrate competency in all of the on-range riding skills checks during the allocated time for doing so and you are held back from participating in on-road training and/or attempting the on-road assessment, any additional on-range training time required by you in order to demonstrate your competency in all of the on-range riding skills checks will be deducted from your on-road training or assessment time and no refund will be given
- if you undertake a motorcycle lesson & test and you are unable to demonstrate competency in all of the on-range riding skills checks during the allocated time for doing so, or during that period allocated for on-road training, you will not be able to attempt your on-road assessment. During the time normally allocated for your on-road assessment you will be able to continue with on-range training. If you are able to demonstrate competency in all of the on-range riding skills checks during the time normally allocated for your on-road assessment, the remainder of the time will be allocated to on-road training. In such instances you will be required to book another motorcycle assessment at a later date and no refund will be given