

## **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 general information regarding Armstrongs policies and procedures, please download a copy of the Student Handbook from our website. Otherwise, please contact our administration team to access any of our relevant policies and procedures.

### **1 - 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.

### **2 - MEDICAL REQUIREMENTS FOR ALL VICROADS COURSES**

You must notify Armstrong's if you are taking any medication or if you suffer from, or have ever suffered from an eyesight or hearing defect, dizziness, blackouts, blood pressure problems, epilepsy, diabetes, psychiatric or mental illness or any medical condition or other disability. If you have a medical condition you will require a medical clearance from VicRoads. Please contact Armstrongs so that the necessary medical report form can be sent to you. You will need to take this to your doctor to complete and then return to Armstrongs via email or in person for submission to VicRoads for approval prior to any enrolment. Failure to obtain the necessary medical clearances prior to commencing a course will result in **YOU NOT BEING ABLE TO PARTICIPATE IN THE COURSE & NO REFUND WILL BE GIVEN.**

### **3 - LICENCE/PERMIT REQUIREMENTS**

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 administration team 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. 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.**

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

You must bring your Victorian car licence card or learners permit card with you on the day of your course or alternatively be able to provide ADE access to your digital licence via the myVicRoads app.

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.**

If you have an 'I' (Interlock) condition on your licence/learner permit card Armstrongs will be able to conduct the learner permit course on an ADE supplied motorcycle without an Interlock as per VicRoads requirements. However the Check Ride and Motorcycle Licence assessment must be conducted on a student supplied motorcycle with an Interlock fitted, this motorcycle must also meet the requirements of section 12 of this document.

### **4 - 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.

### **5 - 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)

### **6 - DRUGS & ALCOHOL**

It is essential that all clients arrive for their course at Armstrongs drug and alcohol free. Armstrongs zero-tolerance drug and alcohol policy is part of Armstrongs safe work practices to ensure as far as is reasonably practicable that it does not expose its employees, students and visitors to health and safety risks within the workplace. All (i) heavy vehicle students are required by law to have a zero blood alcohol concentration (BAC) at all times if they are the driver of heavy vehicle with 'Driver Under Instruction' plates; (ii) motorcycle students must have a zero blood alcohol concentration (BAC) when riding a motorcycle during the Learners Permit period and for a further three (3) years after they are issued with a motorcycle licence.

Where an Armstrongs' trainer forms the opinion that a student may be under the influence of drugs and/or alcohol, the student will not be permitted to commence or continue with their training course and no refund is applicable.

### **7 - 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 at full fee.

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 Complaints and Appeals Policy and Procedure available on our website or via our admin office.

### **8 - PERSONAL SAFETY**

- (i) Armstrongs is committed to providing a safe and secure training environment for its staff and students. Armstrongs will not tolerate violence or threats thereof in any form towards Armstrongs staff or other students. Armstrongs 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 practically to do so Armstrongs 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 Armstrongs refusing to deal with them, however Armstrongs 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 Armstrongs refuses to deal with a student due to any of

the above circumstances, that student will be required to immediately leave Armstrongs and the relevant authorities will be notified. In such instances, no refund is applicable.

- (ii) In instances where a client is involved in an on-range or on-road incident or accident that requires medical attention and consequently the client is unable to continue with their training, providing the incident or accident did not involve the client in any way (i) acting, operating, driving or riding in an unsafe, reckless or dangerous manner; (ii) acting, driving, operating or riding in a way contrary to instructions or directions given by Armstrongs; or (iii) acting, driving, operating or riding contrary to road law and/or traffic signs, traffic signals or Armstrongs signage, Armstrongs will re-book that client in the same course at a later date at no additional cost to the client.

## **9 - REFUND POLICY**

**(i)** 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. Armstrongs may or may not contact you from time to time to remind you that course fees are due, however this is a courtesy and not a requirement on Armstrongs part.

**(ii)** If a client fails to pay the course fees by the due date, being 14 days prior to the course commencement date, their place on the course will be cancelled.

**(iii)** All clients are informed prior to the commencement of their course the course requirements, licensing requirements, and medical requirements. If a client provides false or misleading information regarding their eligibility to participate in their course then they will be removed from the course and no refund will be given.

**(iv)** 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 the administration team of Armstrongs.

**(v)** For clients who have paid and wish to cancel with more than 7 days notice prior to the commencement date of their course, a full refund will be given.

**(vi)** For clients who have paid and wish to cancel with less than 7 days notice from the commencement date of the course, a 65% refund will be given.

**(vii)** For clients who have paid and wish to transfer to another available comparable course with more than 7 days notice prior to the commencement date of the course, no extra charge will be payable.

**(viii)** For clients who have paid and wish to transfer to another available comparable course with less than 7 days notice prior to the commencement date of the course, a 65% refund will be given and the full fee for the new course will be applicable.

**(ix)** If a client fails to attend their course on the commencement date, the client forfeits all course fees paid and no transfer will be given. If a client cancels, discontinues or elects not to proceed with their course at a point after the commencement of their training, no refund will be given.

**(x)** 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.

**(xi)** Armstrongs reserves the right to remove any client from a course who disobeys direct instructions from their trainer, behaves in a manner that is considered disruptive or endangers Armstrongs trainers, other students or themselves. In such cases no refund is applicable.

**(xii)** Any client requesting a full refund due to extraordinary circumstances must make the request in writing and address the request to the Administration and Sales Manager. All requests will be responded to in writing. Any refund granted will be via the method originally used to pay. For the purposes of determining what types of circumstance/event constitutes 'extraordinary circumstances' please note that the following (or similar) do not constitute extraordinary circumstances and do not provide a basis upon which a client can cancel, refuse to continue with, discontinue or elect not to proceed with their course once they have commenced any part of their training; (i) subjective quality of the client/trainer relationship; (ii) not being competent in the use of a manual gearbox (motorcycle or heavy vehicle); (iii) failure to meet skills progression timeframes or meet required skills standards or assessment standards; (iv) being involved in a minor on-range incident or accident not requiring medical attention; (v) subjective decline in confidence or feeling of being overwhelmed by training and/or assessment requirements; and (vi) where the student engages in dangerous, irresponsible, reckless behaviour that results in real or potential damage or injury to Armstrongs equipment, facilities or the student or another person.

**(xiii)** If a student is unable to maintain the pace of the Motorcycle Learner Permit group or fails to demonstrate the required skills, the trainer reserves the right to remove them from the 2-day Learner Permit course. In such cases, the student will be advised to book and pay for a pre-learners course to enhance their skills and then upon successful completion they can rebook their 2 day learner permit course at no extra charge. Alternatively, if the student chooses not to continue with their learner permit course they will receive a 50% refund only, if the decision is made during day 1.

**(xiv)** 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 issued by a current medical practitioner. Medical certificates must meet the standards and guidelines which apply to medical certificates and include the following detail (i) the date of the client's medical examination; and (ii) the degree of the client's incapacity to undertake training. The medical certificate must be dated no later than the commencement date of client's booked training course and Armstrongs must receive the medical certificate no later than by close of business on the commencement date of client's booked training course. Medical certificates (or 'absence from work' certificates) issued by a non-medical practitioner such as a chemist will not be accepted. Upon receipt of a valid medical certificate Armstrongs will refund 50% of the course fee paid. Any refund will be paid by debit/credit card. Where a client fails to provide Armstrongs with a valid medical certificate no refund will be payable.

**(xv)** 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 granted via the method originally used to pay. 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.

**(xvi)** 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 or Motorcycle Licence receipt, Armstrongs reserves the right to withhold the issuance 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 or Motorcycle Licence receipt, Armstrongs reserves the right to report the matter to VicRoads and no refund is applicable.

**(xvii)** 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 training time lost.

**(xviii)** In the event that a student cannot commence their training as per scheduled due to circumstances outside of Armstrongs control and no replacement trainer/vehicle/motorcycle can be found or other arrangements cannot be made to commence that student's training within a reasonable time then a full refund will be applicable. Whether a student's training can or cannot commence will be at the discretion of Armstrongs and based on its professional opinion of whether such alternate arrangements will negatively impact that student's training outcome. In the event that a student cannot continue with their training due to circumstances outside of Armstrongs control and no replacement trainer/vehicle/motorcycle can be found or other arrangements cannot be made to continue with that student's training within a reasonable time, any scheduled training time lost will be refunded or held as Store Credit. Whether a student's training can or cannot continue will be at the discretion of Armstrongs and based on its professional opinion of whether such alternate arrangements will negatively impact that student's training outcome. Where the client elects to have that lost training time held as a Store Credit, Store Credit conditions apply.

**(xviii)** Where a student's training and/or assessment is refused, cancelled, suspended or discontinued under point 8 Personal Safety, no refund is applicable and all training funds are forfeited.

## **10 - PRIVACY**

Clients acknowledge and agree that they understand that personal information is collected from them in order to manage and administer their course enrolment and that they consent to information, including personal details, licence information and assessment results being forwarded to VicRoads or other training and assessment partners as appropriate.

## **11 - DIGITAL MEDIA**

Any and all information contained within Armstrongs' website 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 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](http://www.armstrongsdrivereducation.com.au) when considering which training course is right for them. In the event that information contained 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.

## **12 - 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 increase 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.

In instances where a client is involved in an on-range or on-road incident or accident that requires medical attention and consequently the client is unable to continue with their training, providing the incident or accident did not involve the client in any way (i) acting, operating, driving or riding in an unsafe, reckless or dangerous manner; (ii) acting, driving, operating or riding in a way contrary to instructions or directions given by Armstrongs; or (iii) acting, driving, operating or riding contrary to road law and/or traffic signs, traffic signals or Armstrongs signage, Armstrongs will re-book that client in the same course at a later date at no additional cost to the client.

Armstrongs reserves the right to cancel a motorcycle training course in the following instances:

- where the number of students enrolled in a motorcycle Learners Permit course is less than three (3);
- where the number of students enrolled in a motorcycle Check Ride is less than two (2)

In instances where Armstrongs elects to cancel a motorcycle training course based on any of the above circumstances, Armstrongs must notify an enrolled student no later than 3 days prior to the scheduled course commencement date.

For the purposes of notification, Armstrongs will attempt to speak directly to an enrolled student to notify that student of the course cancellation. Where Armstrongs cannot directly speak to the enrolled student it will leave a voice message, email and SMS for the enrolled student using the phone and email contact details provided to Armstrongs by the enrolled student at the time of their original booking (including contact details provided via an online booking). Upon Armstrongs talking directly with the enrolled student, leaving a voice message, emailing or sending an SMS to the enrolled student, notification is deemed to have taken place.

Where an enrolled student has been notified that Armstrongs has cancelled their training the following options are available to the enrolled student:

- free transfer to another course of the same type and value
- full refund of any course fee paid

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:
  - o 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
- o Your PPE:
- is fit for purpose
  - is not defective
  - has not had its protective capabilities compromised
- If a client elects to/must use their own vehicle for their training/assessment then ADE accepts no responsibility for any personal injury or damage to personal property or equipment. Nor will we be liable for any fines incurred during training/assessment.
  - Where a student elects to use their own motorcycle for the purposes of motorcycle training and/or assessment and Armstrongs determines that the supplied motorcycle is not currently registered, roadworthy, insured and LAMS approved, the student agrees that they will not be permitted to commence or continue with their training and/or assessment unless they agree to undertake their training and/or assessment using an Armstrongs supplied motorcycle. In such instances, the student will also be required to pay the difference between using a supplied motorcycle and an Armstrongs motorcycle as listed at that time, such difference is subject to change at any time. If the student does not agree to using an Armstrongs provided motorcycle at the price difference then a full forfeiture of any course fees paid will apply.
  - Where you undertake a motorcycle licence plus or motorcycle licence test, 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.
  - Where you undertake a Check Ride, 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.
  - Where you book a motorcycle licence plus or motorcycle licence test, it is a requirement under the M-GLS that you have successfully completed a motorcycle Check Ride no less than a month before the date of your motorcycle licence assessment. All clients who book a motorcycle licence plus or motorcycle licence test acknowledge and confirm that at the time of their booking they have successfully completed a motorcycle Check Ride no less than one month before the date of their motorcycle licence course. In instances where a client requests a refund of their Check Ride course fee on the basis that they cannot complete a motorcycle licence course that (i) is at least one month after their Check Ride; and (ii) before the expiration of their motorcycle Learners Permit, standard cancellation timeframes will apply in accordance with Armstrongs' Refund of Fees Policy and Procedure.
  - 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 Check Ride and you are unable to demonstrate competency in all of the on-range riding skills checks during the allocated time for doing so, you will not be permitted to participate in on-road training and no refund will be applicable. In such instances students will be required to obtain the necessary riding skills required to undertake a Check Ride (either through private lessons with Armstrongs or practice outside of Armstrongs) before re-booking their Check Ride.
  - If you undertake a motorcycle licence plus 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 licence plus 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.

I acknowledge that I have read and accept Armstrongs Driver Education Motorcycle Terms & Conditions, including (point 3) Licence/Permit Requirements, (point 9) Refund Policy, and (point 12) Student Acknowledgement & Warranties.