

## **ARMSTRONG'S DRIVER EDUCATION TERMS & CONDITIONS – HEAVY VEHICLES**

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.

### **1 - COURSE REQUIREMENTS**

All heavy vehicle courses require clients to (i) have a minimum level of English language proficiency (based on Australia's minimum literacy standard); (ii) be a competent manual driver; and (iii) be of general health and fitness. It is the client's responsibility to ensure they meet these requirements prior to booking, enrolling, and participating in a heavy vehicle course. The specific course requirements and pre-requisites are detailed on each course page on the Armstrongs website. Armstrongs reserves the right to change or amend the course requirements and/or pre-requisites as it sees fit and without notice. It is the responsibility of the client to ensure they meet the requirements and pre-requisites as detailed on the specific heavy vehicle course page on the Armstrongs website at [www.armstrongsdrivereducation.com.au](http://www.armstrongsdrivereducation.com.au) at all times. Failure to do so may mean that the client is not able to commence their training and in such circumstances where it is determined that the client does not meet the minimum requirements and/or pre-requisites no refund will be given.

### **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 Armstrong's 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 Armstrong's via mail or fax 14 days prior to the course commencement. 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 REQUIREMENTS**

To undertake any Heavy Vehicle course, you must hold a current Australian Driver's Licence and not be disqualified. You must not have an Australian or overseas licence which is cancelled, suspended or subject to a Fines Victoria sanction. You must check the 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 and a secondary ID with you on the day of the course to be able to participate. Acceptable forms of secondary ID include a Bank Debit/Credit card, Medicare Card or Centrelink Health Care Card. If a licence is suspended at any time, then the time of the suspension is not counted as part of the actual licence time required.

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 were previously required to install and use an alcohol Interlock (and have an 'I' condition on your licence/learner permit card), Armstrongs requires that this condition be removed from your licence/learner permit card before you can undertake any training courses at Armstrongs. Armstrongs does not have available heavy vehicles and/or motorcycles fitted with alcohol interlock devices for training. If you were participating in the Victorian Alcohol Interlock Program (VAIP) you will need to apply to VicRoads to have the alcohol interlock condition ('I') removed from your licence/learner permit card. If your use of an alcohol interlock was being managed by a court you will need to apply directly to the Magistrates' Court for an Interlock Condition Removal Order (ICRO) and then take the ICRO to a VicRoads customer service centre. Armstrongs will permit clients to undergo training on presentation of either a re-issued licence/learner permit card which has had the alcohol interlock condition ('I') removed or a VicRoads issued temporary licence. Presentation of an ICRO alone is not sufficient as clients are not legally drive or ride a motor vehicle without an alcohol interlock whilst the alcohol interlock condition ('I') remains on the clients licence.

### **OVERSEAS LICENCES**

If you have a valid overseas licence, you must attend a VicRoads office prior to booking your course to determine your current licence type and eligibility within Australia.

### **4 - VEHICLE & GEARBOX SELECTION DECLARATION**

Clients acknowledge and agree that they, or someone appointed on their behalf, have made the necessary inquiries to establish and understand the various categories of heavy vehicle and gearbox configuration in which they can undertake heavy vehicle training. Clients also acknowledge and agree that they are aware that each category of heavy vehicle/gearbox configuration combination varies in the degree of difficulty and level of skill required to operate. Where clients have elected to undertake their heavy vehicle training in a Non-Synchromesh or Synchromesh gearbox, in doing so they acknowledge and confirm that they are competent in the operation of a manual gearbox.

Clients acknowledge and agree that they accept the risk that at the completion of their selected training course they may not meet the minimum standard required to be deemed competent in the use of the category of heavy vehicle/gearbox configuration that they have chosen to undertake training and assessment in.

Clients acknowledge and agree that should they elect to discontinue with their heavy vehicle training, or wish to continue with their training but in a different category of heavy vehicle/gearbox configuration or same category of heavy vehicle/different gearbox configuration at a time after 7.30am on the course commencement date, additional course fees may be payable and they will not be entitled to a pro-rata refund for unused training time and a full forfeiture of fees will apply.

### **5 - HANDBOOKS**

For any client wanting to undertake any Heavy Vehicle course for the first time, it is vital you obtain a copy and read the VicRoads publication "Victorian Bus and Truck Drivers Handbook" as it contains the information that is needed to complete the written exam in the course. All Handbooks can be purchased from Armstrong's office, your local newsagency, VicRoads or can also be download from the VicRoads website.

### **6 - CLOTHING REQUIREMENTS**

For all Heavy Vehicle Courses, it is mandatory that the following clothing requirements are adhered to:

- Solid shoes (work boots or runners are suitable, preferably NOT steel capped boots)

### **7 - 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.

### **8 - 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 skill component and an on-road driving component. If the written theory/knowledge test is not completed satisfactorily, a second attempt will be provided, free of charge. If the practical skills test is not completed satisfactorily students will be able to be retested at no additional cost depending upon the course type chosen by the student and retest inclusions in that course as stated on the relevant course page of the Armstrongs website. Where additional on-road training and testing is required above and beyond the standard course inclusions further training and testing fees will apply.

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.

### **9 - 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.

## **10 - VIDEO RECORDING**

Heavy Vehicle clients acknowledge and agree that their on-road driving assessment will be video recorded in accordance with VicRoads requirements. Heavy Vehicle clients also acknowledge and agree to Armstrong's using in-vehicle video recording during the delivery of training (outside of assessment timeframes). Assessment video recordings will be validated, stored, and provided to VicRoads as per VicRoads requirements. Training video recordings will not be accessed, viewed, or stored unless Armstrong's becomes aware of an incident, accident, event, or other circumstance involving a vehicle, trainer, or client which is, or is likely to become, the subject of review or for the purposes of professional improvement. In the instance where an in-vehicle training video recording is accessed, viewed, or stored this will be done so in accordance with Armstrong's Privacy Policy.

## **11 - 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. Armstrong's 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 Armstrong's 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 Armstrong's either by phone or by email using the Armstrong's 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 Armstrong's 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 Armstrong's until such time as the client has been contacted by a manager or sales team member of Armstrong's.

**(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 or cancel their course on or after the commencement date of the course, 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)** Armstrong's 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 Armstrong's trainers, other students or themselves. In such cases no refund is applicable.

**(xii)** 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; (ii) where you are not a competent manual driver; and (iii) where you have acknowledged and accepted Armstrong's 'Vehicle & Gearbox Selection Declaration' as a part of Armstrong's general course terms and conditions and have subsequently been unable to demonstrate competency in the use of a synchromesh or non-synchromesh gearbox.

**(xiii)** In instances where a student does not wish to attend one of Armstrong's optional Pre-Drive Theory Sessions and instead elects to undertake their theory assessment and off-road skills training and assessment within the allocated course timeframe as stated on the relevant course page of the Armstrong's website, the amount of practical 'behind-the-wheel training' that a student will receive will be reduced by that amount of time that the individual student requires to successfully complete the theory assessment and off-road skills. No refund will be given in instances where the student believes that they did not receive an adequate amount of 'behind-the-wheel training' because that student was unable to successfully complete their theory and/or off-road skills assessment on their first attempt and subsequent training and/or retests were required.

**(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 Armstrong's. Medical certificates must be provided to Armstrong's within two (2) business days of the booked commencement date of the client's course. Upon receipt of a valid medical certificate Armstrong's will refund 65% of the course fee paid. Any refund will be paid by cheque. Where a client fails to provide Armstrong's 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.

**(xv)** Where a client is entitled to a refund and elects to have that refund retained by Armstrong's 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 Armstrong's 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. Armstrong's 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.

**(xvi)** Where a client makes a course booking online, by agreeing to Armstrong's 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 Armstrong's online booking system Armstrong's 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 Armstrong's 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.

**(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 time training lost.

## **12 – RIGHTS & OBLIGATIONS**

In the event that Armstrongs cannot complete the delivery of your course, depending upon the nature and type of training course a student is enrolled in, Armstrongs will issue either (i) an Australian Qualifications Framework (AQF) testamur and record of results to any student who has successfully completed the requirements of the relevant qualification, or (ii) a statement of attainment to a student who has not completed the requirements of a qualification but has completed one or more units of competency. In addition Armstrongs will provide the Victorian Registration and Qualifications Authority (VRQA) with all relevant student records.

## **13 – PRIVACY NOTICE**

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.

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, WorkSafe, or other training and assessment partners as appropriate.

### **(i) Victorian Government VET Student Enrolment Privacy Notice**

The Victorian Government, through the Department of Education and Training (the Department), develops, monitors and funds vocational education and training (VET) in Victoria. The Victorian Government is committed to ensuring that Victorians have access to appropriate and relevant VET services. Any personal information collected by the Department for VET purposes is protected in accordance with the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic).

### **(ii) Collection of your data**

Armstrongs Driver Education is required to provide the Department with student and training activity data. This includes personal information collected in the Armstrongs Driver Education enrolment form and unique identifiers such as the Victorian Student Number (VSN) and the Commonwealth's Unique Student Identifier (USI).

Armstrongs Driver Education provides data to the Department in accordance with the Victorian VET Student Statistical Collection Guidelines, available at:

<http://www.education.vic.gov.au/training/providers/rto/Pages/datacollection.aspx>.

### **(iii) Use of your data**

The Department uses student and training data, including personal information, for a range of VET purposes including administration, monitoring and planning.

A student's USI may be used for specific VET purposes including the verification of student data provided by Armstrongs Driver Education; the administration and audit of VET providers and programs; education-related policy and research purposes; and to assist in determining eligibility for training subsidies.

### **(iv) Disclosure of your data**

As necessary and where lawful, the Department may disclose VET data, including personal information, to its contractors, other government agencies, professional bodies and/or other organisations for VET-related purposes. In particular, this includes disclosure of VET student and training data to the Commonwealth and the National Centre for Vocational Education Research (NCVER).

### **(v) Legal and Regulatory**

The Department's collection and handling of enrolment data and VSNs is authorised under the Education and Training Reform Act 2006 (Vic). The Department is also authorised to collect and handle USIs in accordance with the Student Identifiers Act 2014 (Cth) and the Student Identifiers Regulation 2014 (Cth).

### **(vi) Survey participation**

You may be contacted to participate in a survey conducted by NCVER or a Department-endorsed project, audit or review relating to your training. This provides valuable feedback on the delivery of VET programs in Victoria.

### **(vii) Consequences of not providing your information**

Failure to provide your personal information may mean that it is not possible for you to enrol in VET and/or to obtain a Victorian Government VET subsidy

### **(viii) Access, correction and complaints**

You have the right to seek access to or correction of your own personal information. You may also complain if you believe your privacy has been breached.

For further information, please contact Armstrongs Driver Education's Privacy Officer in the first instance by phone (03) 94646464 or email [office@armdrive.com.au](mailto:office@armdrive.com.au)

### **(ix) Further information**

For further information about the way the Department collects and handles personal information, including access, correction and complaints go to: <http://www.education.vic.gov.au/Pages/privacypolicy.aspx>.

For further information about Unique Student Identifiers, including access, correction and complaints, go to: <http://www.usi.gov.au/Students/Pages/student-privacy.aspx>.

## **14 - 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](http://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.

I acknowledge that I have read and accept Armstrongs Driver Education Heavy Vehicle Terms & Conditions, including (point 4) Vehicle & Gearbox Selection Declaration, (point 11) Refund Policy, and (point 12) the Victorian Government's VET Student Enrolment Privacy Notice.