

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 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 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 (not required for those undertaking training using an automatic gearbox); 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 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 Armstrongs 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 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 administration team 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.**

Where a person holds a driver licence and/or learner permit that is subject to an alcohol interlock condition, the person may drive a motor vehicle that is not fitted with an alcohol interlock:

- When the person is undergoing a driving assessment* that is supervised by a commercial driving instructor and conducted in a dual controlled vehicle; or
- When the person is undertaking driving lessons that are supervised by a commercial driving instructor conducted in a dual controlled vehicle.

*Driving assessments include:

- A driving assessment to obtain a driver licence (i.e. first issue/reissue)
- A driving assessment to vary a driver licence to add another category (i.e. heavy vehicle/motorcycle)
- A driving assessment to vary a driver licence/learner permit to remove a condition (i.e. removal of 'A' condition or 'X/V' conditions as a result of a medical review driving assessment).

As the commercial driving instructor we will require you to use our clock in machine as a visitor to ensure zero blood alcohol first thing in the morning (prior to the commencement of training) and immediately before the drive assessment. Clear notes on this will be kept on the student's file.

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 – COURSE, 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 7.00am 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.

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.

If a student elects to enrol in the Heavy Rigid Automatic Basic course they understand that the course will be reduced to a 5 hour course if they are the only enrolled student, they also understand that no free retests are included in this course.

If a student elects to enrol in the Heavy Combination Automatic Basic course they understand that no free retests are included in this course.

5 - HANDBOOKS

For any client wanting to undertake any Heavy Vehicle course, it is vital you obtain a copy of and read the VicRoads publication "Victorian Bus and Truck Drivers Handbook" for rigid vehicles and the ADE publication "Combination Vehicle Learner Guide" for combination vehicles as it contains the information that is needed to complete the written exam in the course. The "Victorian Bus and Truck Drivers Handbook" can be purchased from Armstrong's office, your local newsagency, VicRoads or can also be downloaded from the VicRoads website. The "Combination Vehicle Learner Guide" will be provided to the student once the booking has been made.

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)

7 - 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.

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 practical training and testing is required above and beyond the standard course inclusions further training and testing fees will apply.

If the written theory test/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. Basic courses do not include free retesting of the written theory test/practical skills test. Where additional theory tests are required, further test fees will apply and these fees are subject to change. 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 Complaints and Appeals Policy and Procedure available on our website or via our admin office.

To be eligible for a practical driving test, all students must pass the VicRoads knowledge test either before or on the day of their scheduled practical driving day. If a student has not passed the VicRoads knowledge test, we unfortunately cannot proceed with the practical driving test, as per VicRoads regulations. In such instances, the scheduled driving test will be forfeited. The allocated time will then be used for practical driving skills practice. Students will need to schedule a separate appointment to complete and pass the VicRoads knowledge test. Once the knowledge test has been successfully passed, we can then book a new practical driving test. Please note that this will be considered a retest due to the forfeiture of the initial test. The cost of this retest will depend on the specific driving course package originally purchased.

9 - 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 practicably 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.

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 Armstrongs 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 Armstrongs 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 Armstrongs 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. 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 or facilities or the student or another person.

(xiii) In instances where a student does not attend, elects not to attend or cannot attend a Pre-Drive Theory Session prior to the commencement of their practical training, that student's theory assessment and off-road skills training and assessment will occur within the allocated practical course timeframe. The amount of practical 'behind-the-wheel training' that a student will therefore 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 required more time to reach the standard required to be assessed or was unable to successfully complete their theory and/or off-road skills assessment on their first attempt and/or subsequent training and/or re-tests 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 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.

(xvii) 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 9 of Personal Safety, no refund is applicable and all training funds are forfeited.

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

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.

(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:

<https://www.vic.gov.au/training-data-collection>

(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 VSIs 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 administration team in the first instance by phone (03) 94646464 or email 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: <https://www.vic.gov.au/training-data-collection>

For further information about Unique Student Identifiers, including access, correction and complaints, go to: <https://www.usi.gov.au/about-us/privacy#:~:text=USI%20data%20collection%20and%20use,access%20to%20their%20USI%20account>

14 - 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 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.

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 13) the Victorian Government's VET Student Enrolment Privacy Notice.