

## ARMSTRONG'S DRIVER EDUCATION TERMS & CONDITIONS – FORKLIFTS

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 a copy.

### 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 cope with the demands of the course. It is the client's responsibility to ensure they meet these requirements prior to participating in any course. Failure to do so may mean that the client is NOT ABLE TO PARTICIPATE IN THE COURSE & NO REFUND WILL BE GIVEN.

### LICENCE REQUIREMENTS

To undertake a Forklift Licence course you must be 18 years of age; the requirements for the course are detailed on course Quick Facts or alternatively check with our customer service staff or website. You must bring photo ID and two recent passport photos with you on the day of the course to be able to participate. If this is not supplied - YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE COURSE & NO REFUND WILL BE GIVEN.

#### **Allowable Photo ID**

- *Passport (current or expired not more than 2 years BUT NOT cancelled)*
- *Driver's Licence – Australian with photo*
- *Tertiary Student ID with photo*
- *Keypass ID with photo*
- *Consumer Affairs Victoria Proof of Age with photo*
- *Australian Public Service employee ID with photo*
- *Other Australian Government Issue ID with photo*

### HANDBOOKS

Participants undertaking a Forklift Licence course will be provided with relevant forklift licence materials to study. This material contains the information needed to complete the written exam, classroom activities and worksheets. Please note that the written test for a Forklift Licence is an English Only test.

### CLOTHING REQUIREMENTS

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

***Work boots – preferably Steel capped boots - must be worn***

### 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.

### 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 practicable 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.
- 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.
- Clients who fail to attend any course or cancels the course on the start day of the 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 General Manager. All requests will be responded to in writing and if necessary after a full investigation, any refund will be paid by cheque.
- 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](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.