

## **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.

### **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 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.

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.

### **2 - 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

### **3 - 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.

### **4 - 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

### **5 - 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; and (iii) forklift students should have a zero blood alcohol concentration (BAC) given the work health and safety risks associated with the operation of high risk equipment.

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.

### **6 - 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.
- (iii)** As a result of the COVID-19 pandemic, Armstrongs maintains at its total discretion the ability to direct any and/or all students to (i) wear a face mask during specific times of their training or for the entirety of their training; (ii) undergo a temperature check at the commencement of their training, at the commencement of any subsequent day's training, at the commencement of a Pre-Drive Theory Session, or at any other time; (iii) adhere to social-distancing guidelines; and (iv) practice good hand hygiene and cough/sneezing etiquette. Armstrongs reserves the right to refuse, cancel, suspend or discontinue any student's training and/or assessment should a student refuse/not consent to any of the above and in the opinion of an Armstrongs staff member and in consideration of the circumstances such refusal poses a risk to other students and/or Armstrongs staff. In addition, should Armstrongs become aware that a student who would ordinarily be required to be in self-isolation at that time that they are in attendance at Armstrongs or scheduled to attend Armstrongs then Armstrongs reserves the right to refuse, cancel, suspend or discontinue that student's training and/or assessment and the require the student to immediately leave Armstrongs and the relevant authorities will be notified.

### **7 - 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 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 a manager or sales team member 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)** 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 full 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. Any refund granted will be via debit or credit card. 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 wish to attend one of Armstrongs 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 Armstrongs 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 Armstrongs. Medical certificates must be issued by 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 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.

**(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 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, 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.

**(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/forklift 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 the 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/forklift 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 the 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 paragraph (iii) of Personal Safety, no refund is applicable and all training funds are forfeited.

**(xix)** Where a student is notified that (i) they may have/have been in contact with a COVID-positive person; (ii) develops COVID-like symptoms; (iii) tests positive for COVID on the day of their course or within seven (7) days of their course commencement and that person wishes to cancel their training course and/or assessment then a 65% refund is applicable. Where that person wishes to transfer their course on the day or within seven (7) days of their course commencement date due to the above then no transfer fee is applicable (100% transferrable credit to another course of the same type and value) provided that person (i) undergoes a test for COVID-19; (ii) obtains a negative result for COVID-19 and provides a copy of the result to Armstrongs; and (iii) books a course on a date no earlier than 14 days from the test date. Where a person receives a positive test result, that person is to notify Armstrongs of the positive test result and any course fees paid will be held in credit and transferrable to another course of the same type and value on a date no earlier than 14 days after the person provides a negative test result to Armstrongs.

## **8 – 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) statement 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.

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

- where the number of students enrolled in a forklift Licence Express course is less than three (3);
- where the number of students enrolled in a forklift Licence Plus is less than four (4)

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

For the purposes 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 and email 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 or emailing 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

## **9 – 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>.

**10 - 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.

**11 – ADDITIONAL COVID-19 REQUIREMENTS**

To the extent of any inconsistency with any other provisions of these terms and conditions, this clause 11 prevails.

Due to the nature of our business it is not possible for people to remain a distance of more than 1.5 metres apart from each other, especially when in and around vehicles and equipment.

All of our clients, and all visitors to our premises, are required to be fully vaccinated against Covid-19. This is in accordance with governmental requirements to protect the health and safety of our employees, contractors, clients and visitors.

Prior to receiving any services from us, and prior to attending our premises, you must verify that you have a valid certificate of vaccination against Covid-19. Upon attendance to site, you need to show proof of valid certificate of vaccination against Covid-19 to ADE staff. There will be no exceptions to that requirement. In the event of a failure to comply with that requirement, no services will be provided to you and you will not be entitled to attend our premises. You will in that case be entitled to a refund equivalent to 65% of the amount of the course fees paid for that part of the course that you will not receive. We will retain the remaining amount of 35%.

Details of your Covid-19 vaccination status will not be provided by us to any other party unless we are required to do so by legislation or by a court order.

Properly fitted face masks are required to be worn by our clients, whether receiving our services onsite or offsite.

Properly fitted face masks are required to be worn by all visitors to our premises.

I acknowledge that I have read and accept Armstrongs Driver Education Forklift Terms & Conditions, including (point 9) the Victorian Government's VET Student Enrolment Privacy Notice.