

# **Code of Conduct & Terms and Conditions**

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This code of conduct, practise, terms and conditions is to ensure all participants and instructors have a fun, but safe learning environment and experience. Please ensure you read and understand this document before signing the enrolment form/s.

Attitude is an essential part of training. Attitudes are beliefs and feelings that predispose people to behave in particular ways towards objects, people and events. In the context of competency based training, it is a point of view or the way a person looks at life or a particular thing – for example, a positive attitude. Belief + Value = Attitude = Behaviour. Beliefs are assumed facts or statements about the world. Values are broad preferences for some states of affairs over others. They can be intellectual, aesthetic, social, political and religious. Road craft is the ability of a driver to apply the knowledge, skills and attitude to various driving systems and defences to achieve a safe journey.

#### FUN & FREEDOM THROUGH ROADSAFE TRAINING & EDUCATION

The Competency Standards specify the skills and knowledge required by a person being trained and assessed through driver, rider and boat safe training. The standards quantify what an eligible person must do and how well it must be done to enable them to apply to the Department of Transport and Main Roads for the issue of the class of licence they have been trained and assessed for, through the RoadSafe Training, training program. The training program developed by RoadSafe Training as a registered service provider must be used by their accredited trainers when training and assessing eligible persons who undertake training with RoadSafe Training. Compliance with the training program will ensure that eligible persons receive a consistent level of training and assessment. Competency standards specify the level of performance to be achieved by a person before they are deemed to be competent in each manoeuvre.

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#### Code of Practice

RoadSafe Training agree to provide and operate in accordance with the Principles and Standards of Driver training, Q-RIDE training, Boat safe training and our Code of Practice and therefore recognising the training and qualifications issued by other driver, rider and boat safe Training groups. RoadSafe Training, trainers and students will be made aware of the Code of Practice, Terms and Conditions (COP/T&C) by email and verbally asked if they have read and agree to the COP/T&C at the start of the Training session and before signing enrolment forms. RoadSafe Training will abide by all legislative requirements of State and Federal Governing organisations including Work Place Relations, Educational Authorities, Office of Fair Trading, Workplace Health and Safety. RoadSafe Training has policies in place for Access and Equity to training and employment regardless of colour, race, religion, gender or physical disability, regardless of the prevailing Community values. RoadSafe Training has policies in place for, Quality Management and Administration strategies that ensure that sound financial and administrative practices are being consistently applied and continuously improved. Management and directors guarantees that its sound financial position will safeguard and protect client fees until used in training / assessment. Our Refund Policy is fair and equitable to all. RoadSafe Training maintains adequate insurance policies and all vehicles are serviced regularly.

### Students Responsibility and Conduct

RoadSafe Training is a family owned and operated business with a history in driver training and is committed to providing its clients with a holistic and quality training experiences that meets their families, recreational and workplace values and requirements. RoadSafe Training is a Department of Transport & Main Roads approved training organisation that offers personalised training programs meeting the Transport driver training, Q-RIDE and Boat safe training Consistent Assessment Process. Our responsibility to the student is to provide a holistic approach and quality training experience that complies with the organisation's own policies and procedures, and the governing bodies.

Students are to ensure that they carry their license for every lesson, notify any change to enrolment information and contact details and ensure all information supplied to RoadSafe Training is accurate and up to date. To ensure all fees are paid before the commencement of training Arrive 15min prior to training courses or to be prompt and on time ready to start for lessons and be ready for pick up for driving lessons, understanding that a cancellation fee may be charged. Conduct themselves in an upstanding and acceptable manner that reflects the standard of RoadSafe Training during their studies and interaction With RoadSafe Training staff and other course candidates, Obey all traffic and water regulations and laws of the state whilst participating in training. Not to have taken any illegal substances or alcohol or be under the influence of illegal substances or alcohol when attending training courses, lessons or programs. To ensure no assignments or work is submitted or claimed as their own that is gained from other sources or person/s without correct references. To notify an instructor of any damage to vehicles or property, Must be accompanied by accredited driver trainer during all C class license lessons or Q-RIDE accredited trainer during all RE and R class license lessons and all Boat Safe training.

## Liability for Damage

Student agrees to pay the cost of replacing, fixing or the full excess to RoadSafe Training insurance if the student is at fault in the case of an accident or causing damage to a vehicle. If a student is using



their own vehicle, RoadSafe Training is not legally viable for any damage caused to or by the vehicle or the student or to pedestrians.

## **Access and Equality**

RoadSafe Training encourages and supports people of all abilities to participate in training programs. Students with a disability are encouraged to participate in RoadSafe Training courses. RoadSafe Training courses can be adapted to suit the needs of students with various disabilities including differing numeracy, Literacy; social and language skills some courses require a specific level of mobility or may require a high level of numeracy and literacy to complete the course and the ability to meet the minimum licence requirements. If you have any accessibility or physical learning needs, or have any concerns, please contact RoadSafe Training prior to the commencement of the course and we can provide assistance by either referring you to professional services who offer training in these skills or adapt our course to suit your need. RoadSafe Training will not tolerate nor does it condone any form of discrimination or harassment by RoadSafe Training staff of any student, employee or prospective employee based on their age, gender, nationality, sexuality, disability, pregnancy, religious beliefs, or ethnic background. If you believe you have been the subject of discrimination or harassment please contact RoadSafe Training Administration immediately. RoadSafe Training can provide assistance by referring you to professional services who offer training in these areas.

### Cancelation, Refund Policy and Fee Protection

If RoadSafe Training cancels a course for any reason, you may transfer to the next available course.

If you withdraw from a course outside of 48 hours of the course commencement, you have the option of transferring to the next available course or a refund minus a 25% administration fee will be charged. If you withdraw from a course within 12 hours of the course commencement a cancellation fee of 75% will apply. If you withdraw from a course once it commences a cancellation fee of 100% will apply No refund applies if you withdraw from the course. If you are required to withdraw from a course due to illness or personal hardship, RoadSafe Training requires you provide a medical certificate or proof of said hardship. You may transfer your fees to another course date.

If RoadSafe Training cancels a lesson for any reason, you may transfer to the next available lesson space, If you withdraw from a lesson outside of 48 hours of the course commencement, you have the option of transferring to the next available lesson or a refund minus a 25% administration fee may be charged. If you withdraw from a lesson within 24 hours of the lesson commencement a cancellation fee of 50% will apply. If you withdraw from a lesson within 12 hours of the lesson commencement a cancellation fee of 75% will apply. If you withdraw from a lesson within 2 hours or once it was booked to commence a cancellation fee of 100% will apply No refund applies if you withdraw from the lesson. If you are required to withdraw from a lesson due to illness or personal hardship, RoadSafe Training requires you provide a medical certificate or proof of said hardship. You may transfer your fees to another course date. RoadSafe Training refund policy provides a written guarantee concerning refunds in certain circumstances. RoadSafe Training fee processing procedures and management systems ensure fees are protected and released only once training has commenced.

RoadSafe Training believes in supporting all students in attaining the course qualification or licence they are studying for, however RoadSafe Training is not obligated to offer a course extension or addition training and assessment to any student who does not complete their course / lesson in the



allocated time or is unsuccessful in obtaining their license. RoadSafe Training will offer any student who requires additional training or assessment the opportunity, but a fee may apply. RoadSafe Training instructor may expel any student who acts in a way that brings RoadSafe Training into distribute or is detrimental to his / her safety or to the safety of the other students and or instructors in attendance—no refund applies. RoadSafe Training Refund Policy is in accordance with Part 3 of the Fair Trading Act 1989.

### Course Credits & Recognition of Prior Learning

You may qualify to have your current skills and/or qualifications recognised via one of the systems outlined below:

Credit can be obtained for study already completed. Credit transfer involves Assessing previously completed courses or study that is equivalent to the study you are now undertaking. You will need to be able to provide documentation such as a Statement of Attainment from an RTO for a unit that has equivalent outcomes to the unit(s) in the course you are undertaking. Please contact RoadSafe Training to arrange information on application process.

Recognition of prior learning recognises a student's skills and experience gained through formal and informal training, the workplace and general life. RPL process is different for each student, if you believe your workplace activities or training in other forms of driving/riding may contribute to some or all of the course units, please contact RoadSafe Training Administration for an RPL Information Pack. Regardless of RPL, driver training, Boat Safe and Q-RIDE training is a Competency Based Training.

## **Appeals Policy**

- RoadSafe Training seeks to minimise appeals by ensuring that students are satisfied with their training product and its outcomes. Personnel are expected to be fair, courteous and helpful at all times. If you have any concerns about your assessment, RPL or results you should discuss these with your Trainer / Assessor, and if not satisfied contact the RoadSafe Training Administration. RoadSafe Training Appeals Policy states:
- Students have the ability to submit or undertake any assessment task three (3) times
- Students should discuss any concerns about their results with their trainer before contacting RoadSafe Training Administration
- If a student is not satisfied with the outcome after consulting their Trainer, they have 21 days from the date of the result being awarded to submit a written appeal to the RoadSafe Training Administration
- If a student is unsatisfied with the result of the formal appeal, they can request the matter be referred to the RoadSafe Training Appeals Panel
- RoadSafe Training Appeals Panel comprises one or more independent persons appointed by the Director of RoadSafe Training, who are experienced in the course field and the assessment process
- Decisions of the RoadSafe Training Appeals Panel may be mediated by a third party if required
- Any expenses related to the appeal process will be borne by the student unless the Appeals Panel finds in favour of the Student. You can request an Appeal Application Form from ABSLC Administration.



## **Accessing Student Personal Information and Results**

Students can request copies of their submitted enrolment information, RPL applications, assessments, results, Statement of Attainments and Qualifications. A fee may be applicable if the requested copy is a replacement for information or certificate already provided by RoadSafe Training. RoadSafe Training Privacy Policy will apply to all requests for student information and results.

#### Sanctions

RoadSafe Training will honour all guarantees outlined in its Code of Practice.

## Marketing and Advertising

RoadSafe Training marketing products, market with integrity, accuracy and professionalism, avoiding vague and misleading statements. In providing information to our clients, no false or misleading comparisons are drawn with any other training organisations or training product. Students give RoadSafe Training permission to use photography for marketing purposes on the company website, Facebook Instagram and any other marketing platforms.

#### Internal and External Reviews

RoadSafe Training agrees to participate in external monitoring and audit processes as required by the Registering Authorities and have in place a process of regular Internal Review focusing on evidence collected during the year relevant to all areas of service and delivery within the Company, grievances, and feedback from clients / industry.

# **Training and Assessment Standards**

RoadSafe Training will ensure personnel have appropriate qualifications and experience to deliver the training and assessment within the organisation's scope of registration. Courses will be delivered to meet the requirements of the relevant Training Package. Trainee trainers must be notified to Department of Transport & Main Roads before commencing training.

#### Data

RoadSafe Training will ensure that only approved personnel have access to Data systems containing student records and personal information, and that measures will be undertaken to maintain the security and reliability of the IT systems.

#### OH & S

RoadSafe Training maintains policy and procedures to comply with Occupational Health and Safety requirements to ensure training facilities and operations are maintained and operated in a safe manner. RoadSafe Training staff and students are required to follow all procedures in place and conduct themselves in a manner in which ensures the safety of others.



## Risk Management

RoadSafe Training maintains policies and procedures that minimise the risk of not meeting Standards in training, assessment, issuing of qualifications and management.

### Staff Recruitment and Professional Development

RoadSafe Training undertakes a procedure to ensure personnel have adequate qualifications for their role and meet qualification standards RoadSafe Training encourages and provides a progress for continuous professional development and competency verification.

#### **Staff Conduct**

RoadSafe Training requires all personnel to conduct themselves in a fair and professional manner at all times. Personnel are required not to bring into disrepute RoadSafe Training, any student, other training organisation, supplier or Registration Authority. Personnel will abide by RoadSafe Training Code of Practice and "Code of Conduct" for Queensland Accredited driver and Rider Trainers January 2011.

### **Appeals and Complaints Administration**

RoadSafe Training is committed to providing a fair and transparent appeals and complaints system that will resolve any disputes in a timely manner.

#### Train the Trainer

RoadSafe Training conducts driver training courses for driver trainers and driver training business consultations. In doing so clients may be required to attend RoadSafe Lessons to learn correct techniques and strategies. Students who do not wish for this to occur may place in writing, they do not wish to be a part of this learning opportunities.

## **Privacy Policy**

RoadSafe Training maintains a Privacy Policy to protect the information provided by students. RoadSafe Training follows the 10 National Privacy Principles the Federal Government has developed that are derived from the Privacy Act 1998 (and the 2000 Amendment to the Act). These are available at: http://www.privacy.gov.au/publications/npps01.pdf.

RoadSafe Training has policy and procedures to ensure all students, assessment and version control records meet Qld transport and RTO Standards; and that client records are managed securely and confidentially, and are available for client perusal upon request. Records will be maintained for 5 years and provision will be made to transfer the records to an alternative organisation if RoadSafe Training ceases operation.

# Information RoadSafe Training collects?

RoadSafe Training is committed to maintaining the sensitive student information to maintain its privacy obligations. RoadSafe Training has adopted a privacy policy that applies to all information you provide during enrolment, assessment and course evaluation..



RoadSafe Training follows the Australian Federal Government's 10 National Privacy Principles that are derived from the Privacy Act 1998. RoadSafe Training is required to collect details as part of the enrolment and assessment processes. This information may include but not limited to details of your residence, name and date of birth, forms of identification such as passport and Medicare details, education background, employment history, spoken languages, as well as numeracy and literacy skills. RoadSafe Training may also collect information

in regards to disability status and gather information through promotions and course evaluation surveys.

### RoadSafe Training uses this information?

RoadSafe Training uses this information to assist in providing the training courses you have enrolled in, prepare individual training plans, process your qualification and keep you informed of RoadSafe Training products or partner products that may be of interest to you.

## RoadSafe Training stores this information?

RoadSafe Training is required to keep this information and your records of assessment for the purposes of driver/ Q-RIDE compliance. This information is stored electronically and in hard copy within secure locations for a minimum period of 3 years as per the Q-RIDE standard..

## RoadSafe Training shares this information with?

RoadSafe Training does not share, sell or rent personal information to third parties, Including your workplace and family without your consent, except when required as below. Submit copies of your competencies and details as required to Licensing Authorities

Cooperate with a legal process it is obligated to under the law Fulfil a request for information as per the process explained below..

## Obtain or release copies of my personal information?

Principle 6 'Access and correction' of the ten National Privacy Principles from Schedule 3 of the Privacy Act 1988 (Cth) provides for an individual to access their personal information held by an organisation. In most instances the organisation must allow the individual access to the information on request by the individual. If the individual can establish that the information is not accurate, complete and up-to

-date, the organisation must take reasonable steps to correct information. To obtain or release copies of your personal information, please contact RoadSafe Training Administration and request an Information Release Form.



## In Summery

- I will ensure that I carry my learners permit with me on every lesson
- I will obey all traffic regulations and laws of the state whilst participating in training
- I agree to pay for each lesson prior to lesson unless otherwise arranged with my instructor
- I understand that under privacy legislation my instructor is not able to offer information about my lessons to another person unless agreed by myself
- I will ensure that I am prompt to arrive or be picked up for my lessons; if I am late, the lesson starts late it will finish at allotted time and I will be charged the full lesson fee.
- I understand that if I am unable to attend a pre-booked lesson that I am required to pay a cancellation fee
- I agree to pay for the excess on RoadSafe Training insurance if I am at fault in causing an accident
- I will attend all lessons without being under the influence of alcohol or drugs, I understand that under such circumstances my lesson may be terminated by my instructor and a full lesson fee will be charged.
- For our Driving Test Booking Cancellation Policy and our Full Terms and Conditions please refer to our website <a href="www.roadsafe.training">www.roadsafe.training</a> which includes min 48 hr cancellation notice and a \$10 admin fee for any adjustments to test booking.
- Saturday test bookings require a minimum of 7 business days' notice for cancellations or the \$75 booking fee cannot be refunded, as per Qld Transport conditions.
- I give RoadSafe Training permission to use photography of me for marketing purposes on the company website, Facebook and Instagram:

## Clothing (Cars/trucks)

- Appropriate covered clothes
- Footwear must have a secured heel
- Marine / Water Craft / Personal Water Craft
- Long sleeve shirts
- Long pants
- Hat
- Sunscreen

## Clothing (Motorbikes)

- Students MUST wear protective clothing:
- Helmet meets Australian Standard 1698—1988 approved requirements;
- Pants that cover the full length of the leg;
- Long sleeved shirt or jacket made from protective material designed to minimise abrasions;
- Eye protection designed for use by motorbike riders;
- Fully enclosed gloves designed for use by motorbike riders;
- Fully enclosed shoes
- Sunscreen



## Separation Procedure (Motorbikes)

Learner MUST be accompanied by an accredited Rider / Trainer during all Q-RIDE training & assessment. If you are separated from Your rider/ Trainer, pull over to the side of the road (in a safe location) - preferably on the same road as Travelled on with Trainer If you have not been located 10-15 minutes of separation, please contact Trainer by phone (details on business card / or training bike

## RoadSafe Training Vehicles

You will be provided with a vehicle which suits the Class of Licence for which you are eligible to train:

- 1. 2016Hyundai Ascent Manual
- 2. 2016 Hyundai ascent Auto
- 3. Yet to be purchased (looking at) 2016 Honda125
- 4. Yet to be purchased (looking at) 2016 Honda shadow RS

You may use your own vehicle if it passes RoadSafe Training and the Qld department of transport road safety and is for the license class you are training for.

## \*Competition's Terms & Conditions

Free lesson competitions to be taken in the Gold Coast area. Free lesson to be taken as part of a paid lesson (1 hour paid lessons plus free lesson = 2 hours of driving lesson tuition), or can be added to the Keys 2 Drive lesson. Free lesson to be taken within 30 days of winners being advised. Cannot be used with another competition.

2 hours for the price of 1 hour competitions to be taken in the Gold Coast area. 2 for 1 lesson to be taken together (2 hours for the price of 1 hour), Free lesson to be taken within 30 days of winners being advised. Cannot be used with another competition.