



These Terms and Conditions (“Terms”) apply to all bookings, lessons, training, and assessments conducted by Beck’s Transport Training Pty Ltd (“Beck’s”, “we”, “us”, “our”). By making a booking, you (“the client” or “participant”) agree to be bound by these Terms.

## 1. Booking Confirmation and Agreement

1.1 Once a client has submitted their licence details and knowledge test results and has been issued a booking confirmation by Beck’s.

1.2 A booking confirmation constitutes acceptance of these Terms, whether booked by an individual or through a company bulk booking.

1.3 Bookings must be made via approved Beck’s channels: phone, email, or authorised online systems.

1.4 Lessons and assessments commence and end at the agreed time and pick-up/drop-off point as specified in the booking confirmation.

1.5 Where a company or third party books a participant on their behalf, the booking entity remains responsible for ensuring the participant meets all prerequisites, provides required documentation, and complies with Beck’s Terms and Conditions. Any fees incurred from non-compliance, no-shows, or cancellations are chargeable to the booking entity.

1.6 Clients must complete all required student registration documentation at least **48 working hours** prior to training date. This includes accurately nominating the licence class, gearbox type, and any other information requested by Beck’s Transport Training.

Failure to provide complete or accurate information, including gearbox selection, may result in vehicle unavailability, postponement of training or assessment, additional fees, or the inability for the booking to proceed as scheduled. Beck’s Transport Training accepts no liability for delays, rescheduling, or cancellations arising from incomplete or incorrect client information



## 2. Payment Terms – Individual Bookings

2.1 For all bookings made by private individuals, full payment is required at the time of booking.

2.2 A booking is not confirmed until payment has been received in full. Beck's reserves the right to cancel or release unconfirmed bookings without notice.

2.3 By proceeding with a booking, the individual acknowledges that failure to pay in full at the time of booking may result in cancellation without refund.

2.4 This clause does not apply to approved account customers or organisations operating under a separate written agreement.

## 3. Payment Terms – Company Bookings

Invoices are issued upon booking confirmation and are **due prior to training or assessment commencing** unless otherwise agreed in writing (e.g., approved company account or bulk invoice arrangement).

Where alternative terms are approved in writing, the invoice must be paid by the agreed due date.

3.1 Failure to pay by the due date may result in your booking being cancelled or postponed, trainer/vehicle time being reallocated, and assessment outcomes, certificates, or documentation being withheld until payment is received.

3.2 Overdue invoices may incur an account keeping fee of \$10.00 per month while outstanding.

3.3 Beck's Transport Training reserves the right to recover reasonable costs associated with debt collection.

## 4. Cancellation and Refunds

This clause applies to bookings made must be read in conjunction with the Payment Terms clause. Invoices are issued upon booking confirmation and are **due prior to training or assessment commencing** unless otherwise agreed in writing (e.g., approved company account or bulk invoice arrangement).

4.1 Where alternative terms are approved in writing, the invoice must be paid by the agreed due date.



4.2 Failure to pay by the due date may result in your booking being cancelled or postponed, trainer/vehicle time being reallocated, and assessment outcomes, certificates, or documentation being withheld until payment is received.

4.3 Overdue invoices may incur an account keeping fee of \$10.00 per month while outstanding.

4.4 If you need to cancel within 48 hours due to illness or a genuine emergency:

- You must notify Beck's as soon as possible and provide documentation (such as a medical certificate).
- A **doctor's certificate is required** for any illness-related cancellations or no-shows within 48 hours of your booking to avoid the full booking fee being applied.
- Beck's may reschedule your booking to the next available date once documentation is provided.
- If rescheduling is not feasible, a partial refund may be considered at Beck's discretion.

4.5 Rescheduling by Beck's Transport Training If Beck's must postpone or cancel a session due to instructor illness, vehicle unavailability, or extreme weather, you will be offered the next available date or a full refund, whichever you prefer.

4.6 Agreement to Terms By submitting your licence and knowledge test details to confirm your booking, you acknowledge that you have read and accepted Beck's Transport Training's Terms and Conditions and Cancellation Policy.

4.7 Refund entitlements are as follows:

- Seven (7) or more working days prior to the booking date – 100% refund
- Four (4) to six (6) working days prior – 75% refund
- Less than forty-eight (48) hours prior – no refund

4.8 "Working days" means Monday to Friday excluding ACT public holidays. Timeframes are calculated from the date and time written notice is received.

4.9 Cancellations due to verified illness or emergency (supported by evidence) may be rescheduled at Beck's discretion.



4.10 Beck's reserves the right to reschedule training or assessment due to instructor illness, vehicle unavailability, or unforeseen events. In such cases, clients may choose a refund or credit.

4.11 Clients are expected to arrive at the agreed start time. If a client is more than 15 minutes late, it is at the trainer's discretion whether the session proceeds or is cancelled.

If the session is cancelled due to lateness, it will be treated as a no-show, and the full booking fee will apply.

Late arrival may also reduce the total duration of the session if the trainer is committed to other scheduled bookings.

4.12 If a participant fails to attend their scheduled booking without notice, it will be classified as a no-show. **No-shows are not eligible for refunds, credits, or transfers.**

## 5. Rescheduling – Individual Bookings

5.1 Requests to reschedule must be submitted in writing and are subject to availability.

5.2 Rescheduling conditions:

- 7+ working days prior – one reschedule permitted at no cost
- 4–6 working days prior – reschedule permitted with a 25% rescheduling fee
- Less than 48 hours – rescheduling not permitted

5.3 Failure to attend without notice will be treated as a no-show.

## 6. Company and Account Bookings

6.1 Payment terms for company bookings are as agreed in writing. Invoices must be paid by the agreed due date.

6.2 Beck's reserves the right to withhold outcomes, certificates, or documentation for overdue accounts.

6.3 Overdue invoices may incur an account keeping fee of \$10 per month plus reasonable recovery costs.



## **7. Client Responsibility**

7.1 Clients must ensure their licence details and knowledge test results are correct and current at the time of booking. Clients must bring all required documentation to their session, including a current driver's licence, knowledge test results, and any additional identification requested.

7.2 Clients are required to provide accurate and up-to-date licence details, including their licence number, card number, name, and issuing state, prior to training or assessment being confirmed.

These details are provided to the relevant state or territory transport authority (e.g., Access Canberra or Transport for NSW) for the purpose of scheduling or recording a final drive assessment and verifying eligibility for the licence upgrade.

By supplying these details, the client consents to Beck's Transport Training sharing this information with the relevant authority as part of the heavy vehicle assessment process.

7.3 Clients must complete all required student registration and booking documentation prior to training or assessment being confirmed. This includes accurately nominating the licence class, gearbox type, and any other information requested by Beck's Transport Training.

Failure to provide complete or accurate information, including gearbox selection, may result in vehicle unavailability, postponement of training or assessment, additional fees, or the inability for the booking to proceed as scheduled. Beck's Transport Training accepts no liability for delays, rescheduling, or cancellations arising from incomplete or incorrect client information

7.4 Clients must comply with all instructor directions and safety requirements. Unsafe, disrespectful, or aggressive conduct may result in immediate termination of training without refund.

7.5 Beck's Transport Training reserves the right to withhold or postpone an assessment if the trainer or assessor determines the participant is not adequately prepared, does not meet the eligibility or documentation requirements, or poses a safety risk. In these cases, the session will be treated as a training session and charged accordingly.



7.6 Fitness to Drive. Clients are responsible for ensuring they meet all fitness to drive requirements under the Heavy Vehicle National Law (HVNL) and any relevant State or Territory licensing authority.

This includes (but is not limited to):

- Being medically fit to drive a heavy vehicle;
- Complying with medication, eyesight, and medical condition requirements;
- Ensuring they are free from the effects of alcohol, drugs, fatigue, or any condition that may impair driving ability.

Beck's Transport Training reserves the right to terminate training or assessment immediately if a trainer believes the participant is not fit to drive. No refunds will be issued in these circumstances.

7.7 Work Diary and Record-Keeping Obligations. Clients are responsible for understanding and complying with their work diary obligations under the HVNL and, if required, must keep their National Work Diary open and current during training.

Where a client is required by law to maintain a work diary, they must:

- Present a valid and current work diary at the start of training;
- Record all driving hours completed as part of their training session;
- Ensure all entries are accurate, legible, and comply with HVNL requirements;
- Manage their own fatigue records, driving/rest limits, and work/rest compliance.

Beck's Transport Training does not take responsibility for monitoring or maintaining a participant's work diary or fatigue records. Clients who fail to comply with their work diary or fatigue obligations may be refused training without refund.

7.8 Client Awareness of Legal Requirements. It is the client's responsibility to understand their legal responsibilities under the HVNL, including but not limited to:

- Fatigue laws and work/rest limits;
- Work diary requirements;
- Required medical assessments or fitness standards;
- Driver licence eligibility for the licence class they are upgrading to.

Beck's staff may provide general guidance, but compliance remains solely the responsibility of the participant.



## **8. Use of Vehicles**

8.1 If a client supplies their own vehicle, it must:

- Be registered, roadworthy, insured, and correctly rated for the intended licence upgrade.
- Be loaded to at least 75% of capacity (as verified over a weighbridge).

8.2 Beck's may refuse to use any vehicle deemed unsafe or non-compliant, without refund.

8.3 When using Beck's vehicles, participants are responsible for traffic infringements that may occur due to driver error (speeding, red light camera etc).

## **9. Fitness, Safety, and Conduct**

9.1 Beck's Transport Training maintains a zero-tolerance policy for abusive, aggressive, or unsafe behaviour towards staff, other participants, or members of the public. Trainers reserve the right to terminate a session immediately if such behaviour occurs, and full fees will still apply.

9.2 Clients acknowledge that driving a heavy vehicle involves inherent risk of personal injury or property damage.

9.3 Participants must not use mobile phones during training sessions.

9.4 Participants must not smoke inside any vehicle during their training and assessment.

## **10. Liability and Indemnity**

10.1 Beck's will provide services with due care and skill but makes no guarantee that completion of training will result in licence issue or assessment success.

10.2 Except where prohibited by law, Beck's is not liable for any loss, damage, or consequential costs (including income loss or downtime) arising from lessons, cancellations, or assessment outcomes.

10.3 Beck's total liability is capped at the value of the service fee paid.

10.4 Clients indemnify Beck's, its contractors, and staff against claims, costs, or damages arising from breach of these Terms or unsafe conduct.



## **11. Privacy and Recording**

11.1 Beck's complies with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

11.2 Personal and licence data is collected for the purposes of training, assessment, recordkeeping, and compliance.

11.3 Beck's Transport Training vehicles are fitted with internal and external cameras and tracking systems for safety and quality assurance. Footage may be used for training review, internal moderation, compliance verification, or regulatory purposes.

11.4 Clients may request access to, correction of, or deletion of their personal data by contacting Beck's.

11.5 Beck's Transport Training collects a range of training and assessment records to support quality assurance, compliance with state-based heavy vehicle assessment standards, and internal auditing.

These may include:

- Trainer Reports
- Client Feedback Forms
- Assessment Records and Verification of Competency documentation

Where training or assessment has been organised or paid for by an employer, company, or third party, relevant reports and outcomes will be shared with that employer or booking entity upon request.

For personal or self-funded clients, copies of reports will be provided directly to the participant.

All information is stored securely and handled in accordance with our Privacy Policy and applicable privacy legislation.

## **12. Complaints and Dispute Resolution**

12.1 Beck's is committed to fair and transparent handling of complaints. Clients can lodge complaints in person, by email, or by phone.

12.2 Beck's will acknowledge complaints within three (3) business days and aim to resolve them within ten (10) business days.



12.3 If a resolution cannot be reached, both parties agree to attempt mediation in good faith before pursuing legal action.

12.4 Clients may escalate unresolved matters to: - The Australian Driver Trainers Association (ADTA) - Access Canberra - NSW Roads and Maritime Services (RMS)

### **13. Australian Consumer Law**

Nothing in these Terms excludes or limits any rights under the Australian Consumer Law that cannot be lawfully excluded. Remedies are limited to the extent permitted by law.

**No Cooling-Off Period.** Beck's Transport Training does not engage in unsolicited sales tactics. All bookings are made by clients who voluntarily contact us to seek training services. Therefore, the 10-day statutory cooling-off period under Australian Consumer Law does not apply.

### **14. Acknowledgement**

By proceeding with a booking, clients confirm that they:

- Have received a booking confirmation;
- Have submitted licence details and knowledge test results;
- Understand that invoice payment terms apply immediately; and
- Accept liability for the full booking cost in the event of a no show or breach of these Terms.