

BECK'S TRANSPORT TRAINING

Terms and Conditions

These Terms and Conditions ("Terms") apply to all bookings, lessons, training, and assessments conducted by Beck's Transport Training Pty Ltd (ABN 78 639 166 779) ("Beck's", "we", "us", "our"). By making a booking, you ("the client" or "participant") agree to be bound by these Terms.

1. Definitions

- **Booking** means a confirmed reservation of training, a lesson, or an assessment session with Beck's.
- **Booking Fee** means the total price payable for the booking as set out in the booking confirmation or invoice. All fees are GST inclusive.
- **Client** or **Participant** means the individual undertaking training or assessment, whether they booked directly or were booked by a company or third party.
- **Booking Entity** means a company, employer, or third party that books a Participant on their behalf.
- **Working Day** means Monday to Friday, excluding ACT public holidays.
- **No-Show** means a Participant's failure to attend a scheduled booking without prior notice to Beck's.
- **HVNL** means the Heavy Vehicle National Law as in force in the relevant State or Territory.

2. About Beck's Transport Training

Beck's Transport Training Pty Ltd (ABN 78 639 166 779) of Unit 7, 83 Lysaght Street, Mitchell ACT 2911 can be contacted on 0417 085 445 or info@beckstransporttraining.com.

3. Booking Confirmation and Agreement

3.1 A booking is confirmed once a client has submitted their licence details and knowledge test results and Beck's has issued a booking confirmation.

3.2 A booking confirmation constitutes acceptance of these Terms, whether the booking is made by an individual or through a company bulk booking.

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

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

3.5 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 these Terms. Any fees incurred from non-compliance, no-shows, or cancellations are chargeable to the booking entity.

3.6 Clients must complete all required student registration documentation at least **48 working hours** prior to the training date, including accurately nominating licence class, gearbox type, and any other information requested by Beck's.

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

4. Client Eligibility and Prerequisites

4.1 Before a booking is confirmed, the client must:

- hold the prerequisite lower licence class for the minimum period required by the relevant licensing authority for the licence class being sought;
- meet the minimum age requirement set by the relevant licensing authority for that licence class;
- have completed any minimum log book or supervised driving hours required for that licence class;
- hold a current knowledge test pass, where applicable; and
- otherwise be eligible for the licence upgrade, including meeting any required licence-holding period, having no licence restrictions or conditions that would affect eligibility, and confirming eligibility where the licence was issued through mutual recognition or where the client has previously held an overseas or international licence.

4.2 It is the client's sole responsibility to confirm their own eligibility before booking. Beck's is not liable for any fees, costs, or lost booking value arising from a client being ineligible to undertake or complete training or assessment, including where a required medical, licence, or other prerequisite is not obtained in time.

5. Payment Terms

5.1 Individual Bookings

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

5.1.2 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.

5.1.3 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.

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

5.2 Company and Account Bookings

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

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

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

5.2.4 Overdue invoices may incur an account keeping fee of \$10.00 per month while outstanding, plus reasonable costs Beck's incurs in recovering the debt.

6. Cancellation, Rescheduling and Refunds

6.1 Refunds — Individual Bookings

Where a client cancels a booking, refund entitlements are as follows, calculated from the date and time written notice is received:

- **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

"Working days" means Monday to Friday, excluding ACT public holidays.

6.2 Illness or Genuine Emergency

6.2.1 If a client needs to cancel within 48 hours of a booking due to their own illness or a genuine emergency, they must notify Beck's as soon as possible and provide supporting documentation (such as a medical certificate).

6.2.2 A doctor's certificate is required for any illness-related cancellation or no-show within 48 hours of the booking to avoid the full booking fee being applied.

6.2.3 Where documentation is provided, Beck's may reschedule the booking to the next available date. If rescheduling is not feasible, a partial refund may be considered at Beck's discretion.

6.2.4 This clause applies only to the client's own illness or a genuine emergency. It does not extend to a failure to obtain a required medical clearance, licence, or other eligibility document in time — those situations are governed by clause 4.2 and the standard refund schedule in clause 6.1.

6.3 Cancellation or Rescheduling by Beck's

6.3.1 If Beck's must postpone or cancel a session due to instructor illness, vehicle unavailability, extreme weather, or other unforeseen events, the client will be offered the next available date, a credit, or a full refund, whichever they prefer.

6.4 Rescheduling — Individual Bookings

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

- **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** prior — rescheduling not permitted

6.5 Late Arrival

6.5.1 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. A session cancelled for lateness is treated as a no-show and the full booking fee applies. Late arrival may also reduce the total session duration where the trainer is committed to other scheduled bookings.

6.6 No-Shows

6.6.1 A participant who fails to attend a scheduled booking without notice is classified as a no-show. No-shows are not eligible for refunds, credits, or transfers.

7. Company and Account Bookings — Outcomes and Records

7.1 Beck's reserves the right to withhold outcomes, certificates, or documentation for overdue accounts until payment is received in accordance with clause 5.2.

8. Client Responsibility

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

8.2 Clients must provide accurate and up-to-date licence details, including 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 sharing this information with the relevant authority as part of the heavy vehicle assessment process.

8.3 Clients must complete all required student registration and booking documentation prior to training or assessment being confirmed, including accurately nominating licence class, gearbox type, and any other information requested. Failure to provide complete or accurate information may result in vehicle unavailability, postponement, additional fees, or the booking being unable to proceed. Beck's accepts no liability for delays, rescheduling, or cancellations arising from incomplete or incorrect client information.

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

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

9. Fitness to Drive and Work Diary Obligations

9.1 Fitness to Drive

Clients are responsible for ensuring they meet all fitness-to-drive requirements under the HVNL and any relevant State or Territory licensing authority, including:

- Being medically fit to drive a heavy vehicle;
- Complying with medication, eyesight, and medical condition requirements;

- Being free from the effects of alcohol, drugs, fatigue, or any condition that may impair driving ability.

Beck's 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.

9.2 Work Diary and Record-Keeping

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, ensure entries are accurate and legible, and manage their own fatigue records, driving/rest limits, and work/rest compliance. Beck's does not take responsibility for monitoring or maintaining a participant's work diary or fatigue records. Clients who fail to comply may be refused training without refund.

9.3 Awareness of Legal Requirements

It is the client's responsibility to understand their legal responsibilities under the HVNL, including fatigue laws and work/rest limits, work diary requirements, required medical assessments or fitness standards, and driver licence eligibility for the licence class being upgraded to. Beck's staff may provide general guidance, but compliance remains solely the responsibility of the participant.

10. Use of Vehicles and Vehicle Damage

10.1 If a client supplies their own vehicle, it must be registered, roadworthy, insured, and correctly rated for the intended licence upgrade, and loaded to at least 75% of capacity (as verified over a weighbridge).

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

10.3 When using Beck's vehicles, participants are responsible for traffic infringements arising from driver error (e.g. speeding, red-light camera offences).

10.4 Where damage to a Beck's vehicle occurs during training or assessment as a result of the participant's driving, the participant is liable for the insurance excess or the cost of repairs up to \$3,000, whichever is less, except where the damage results from a pre-existing vehicle defect or the actions of the trainer.

11. Fitness, Safety, and Conduct

11.1 Beck's maintains a zero-tolerance policy for abusive, aggressive, or unsafe behaviour towards staff, other participants, or members of the public. Trainers may terminate a session immediately if such behaviour occurs, and the full booking fee will still apply.

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

11.3 Participants must not use mobile phones during training sessions.

11.4 Participants must not smoke inside any vehicle during training or assessment.

12. Assessment Outcomes and Re-Sits

12.1 Completion of training does not guarantee a successful assessment outcome or licence issue. Assessment outcomes are determined by the relevant licensing authority's assessor and criteria.

12.2 The original booking fee includes one assessment attempt. Where a participant does not achieve a competent outcome, a further assessment or additional training may be arranged at Beck's standard re-sit rates: \$660 for an additional 3 hours of training and reassessment, or \$440 for a reassessment only.

13. Liability and Indemnity

13.1 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.

13.2 Except where prohibited by law — including any non-excludable consumer guarantees implied by the Australian Consumer 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.

13.3 Beck's total liability, to the extent permitted by law, is capped at the value of the service fee paid.

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

14. Privacy, Recording, and Surveillance

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

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

14.3 Beck's 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.

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

14.5 Beck's collects a range of training and assessment records to support quality assurance, compliance with state-based heavy vehicle assessment standards, and internal auditing, including trainer reports, client feedback forms, and 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.

15. Complaints and Dispute Resolution

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

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

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

15.4 Clients may escalate unresolved matters to the Australian Driver Trainers Association (ADTA), Access Canberra, or Transport for NSW.

16. Australian Consumer Law

16.1 Nothing in these Terms excludes, restricts, or modifies any right or remedy under the Australian Consumer Law, or any other law, that cannot lawfully be excluded, restricted, or modified. Where permitted by law, Beck's liability for a failure to comply with a consumer guarantee is limited to the resupply of the services or the cost of having the services supplied again.

16.2 The statutory cooling-off period for unsolicited consumer agreements under the Australian Consumer Law applies to agreements resulting from unsolicited approaches, such as door-to-door or telemarketing sales. As all Beck's bookings are made by clients who voluntarily contact Beck's to seek training services, Beck's considers this cooling-off period does not apply to its bookings. This clause does not affect any other right the client may have under the Australian Consumer Law.

17. Force Majeure

17.1 Beck's is not liable for any failure or delay in performing its obligations where that failure or delay results from circumstances beyond its reasonable control, including but not limited to natural disasters, extreme weather, government or regulatory action, road closures, industrial action, or public health emergencies. Where such an event prevents a booking from proceeding, clause 6.3 applies.

18. Variation of These Terms

18.1 Beck's may update these Terms from time to time. The version of these Terms in force at the time a booking is confirmed applies to that booking. The current version of these Terms is available at www.beckstransporttraining.com or on request.

19. Governing Law and Jurisdiction

19.1 These Terms are governed by the laws of the Australian Capital Territory, and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

20. Acknowledgement

By proceeding with a booking, clients confirm that they:

- Have received a booking confirmation;
- Have submitted licence details and knowledge test results;
- Meet the eligibility and prerequisite requirements set out in clause 4;
- 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.