

# **RACV Safe Driving Corporate Driver Training Program**

## **Terms and Conditions**

### **1 GENERAL CONDITIONS**

1.1 Royal Automobile Club of Victoria (RACV) Ltd ABN 44 004 060 833 or its licensee shall provide you with Classroom Workshop Training and/or In-Car Driver Assessment and these terms and conditions shall apply.

1.2 RACV or the licensee (as the case may be) is referred to as "we", "our" and "us" in these terms and conditions.

1.3 In the circumstance that your employees, contractors or agents are participating in the Program you warrant that you have provided them with a copy of these terms and conditions.

1.4 These terms and conditions may be varied from time to time. You will be bound by these terms and conditions at the time of booking your Corporate Training and/or Corporate Assessment.

1.5 By undertaking the Program, you consent to receive further communications (including electronic communications) from the RACV Ltd. Your information will be treated in accordance with the RACV Privacy Policy. This can be found at [racv.com.au](http://racv.com.au).

1.6 The terms and conditions are available for viewing at [racv.com.au/safedrivertraining](http://racv.com.au/safedrivertraining).

### **2 PAYMENT CONDITIONS**

2.1 All bookings will be invoiced by RACV Safe Driver Training immediately the programs have been delivered and payment terms are 14 days from receipt of invoice (unless otherwise agreed between us in writing). Payment must be made by BPAY or EFT unless otherwise specified in the proposal. Pricing for programs are available at [racv.com.au/safedrivertraining](http://racv.com.au/safedrivertraining).

### **3 FEES AND CANCELLATIONS/RESCHEDULED BOOKINGS**

#### **3.1 Classroom Workshop Training cancellations**

Where Classroom Workshop Training is cancelled:

- (a) with 2 to 4 weeks' notice, no charges will apply.
- (b) if the training has been cancelled within 7 clear business days of booking, a 50% fee will apply
- (c) if the training has been cancelled within 3 clear business days of booking, a 100% fee will apply

#### **3.2 In-Car Driver Assessment cancellations**

In-Car Driver Assessment cancellations

- (a) with 2 to 4 weeks' notice, no charges will apply.
- (b) if the training has been cancelled within 7 clear business days of booking, a 50% fee will apply
- (c) if the training has been cancelled within 3 clear business days of booking, a 100% fee will apply

#### **3.3 Our right to reschedule**

We reserve the right at our reasonable discretion to reschedule your Safe Training or Corporate Assessment at any time or to refuse to provide In-Car Driver Assessment where we deem the person undertaking the program is unfit to operate a vehicle.

#### **3.4 Our right to terminate**

We reserve the right to terminate In-Car Driver Assessment if:

- (a) The person(s) undertaking the Program engages in any behaviour that our assessor or trainer determines is reckless; or
- (b) The person(s) undertaking the Program fails to comply with the instructions or directions of the trainer or assessor before or during training or an assessment; or
- (c) The person(s) undertaking the Program fails to comply with any special conditions on their licence, i.e. wearing of glasses/contacts; or
- (d) the trainer or assessor has assessed the driving skills and competence of the person(s) being assessed and deems them to be unfit or unsafe to drive (see section "Fitness to drive" below).

In the event that training, or an assessment is terminated under the circumstances listed above you will be required to pay the full cost of the In-Car Driver Assessment.

#### **4 PROVISION OF CORPORATE TRAINING AND CORPORATE ASSESSMENT**

4.1 Any person(s) undertaking the Program will at all times follow all reasonable instructions of our trainer or assessor.

4.2 4.3 We may provide the person(s) that undertake training or assessments with a certificate of completion. This certificate is a certificate of attendance and shall not be construed as a finding of driving skills or qualifications.

4.4 The person(s) being trained or assessed must comply with the instructions or directions of our assessor or trainer at all times, before or during training or an assessment.

4.5 We will not be responsible, under any circumstances, for any expenses incurred by you or any of your employees, agents or contractors attending In-Car Driver Assessment.

#### **5 COMMENCEMENT OF CORPORATE TRAINING AND CORPORATE ASSESSMENT**

5.1 The person(s) undertaking In-Car Driver Assessment must be ready to commence the training or assessment 30 minutes prior to the agreed time. If the person(s) do not turn up at the agreed time the trainer or assessor will wait 15 minutes and may at their reasonable discretion deduct this from the total training or assessment time. If the person(s) being trained or assessed turn up outside these times, the trainer or assessor may in his/her reasonable discretion choose not to proceed with the training or assessment and in such circumstances, you will be liable for the cost of the training or assessment as set out in clause 3.2 (a)

5.2 While every endeavour is made to commence the In-Car Driver Assessment at the scheduled time and with the scheduled trainer or assessor, no responsibility can be taken for circumstances beyond our control which may delay the start time or result in a change of trainer or assessor. If there are circumstances beyond our control which have delayed the start time of your training or assessment, we will offer you training or assessment at another time.

#### **6 VEHICLES**

6.1 Use of Company Vehicle: Where person(s) are driving a company vehicle during In-Car Driver Assessment, the trainer/assessor must first assess that the vehicle is roadworthy (only a basic external inspection will be carried out) and the following requirements must be met in relation to the vehicle:

- (a) the registration label of the vehicle is valid, current, intact and visible.
- (b) you or the person being assessed hold current compulsory third-party insurance and comprehensive insurance cover for the vehicle.

- (c) you or the person being assessed have notified RACV or their insurance company in writing (prior to undertaking the Program) that the vehicle being used will be used to provide driving training or assessments.
- (d) the tyres are correctly inflated (air pressures must reflect the manufacturer's recommendation as a minimum), have appropriate levels of tread and are not damaged.
- (e) all indicators and brake lights are working.
- (f) seats and seat belts are in good working order and are not damaged or twisted.
- (g) any loose items in the cabin of the vehicle are stored in the cargo (boot) area.
- (h) the windows and interior are clean.
- (i) the windscreen is not cracked and shows no signs of damage.
- (j) the vehicle has sufficient petrol to last the course of the training or assessment (minimum requirement - a quarter of a tank).
- (k) the vehicle must be owned by the company the employees work with, no private vehicles will be used for In-Car Driver Assessment programs.

## **7 FITNESS TO DRIVE**

7.1 In the interests of safety, the trainer or assessor may assess the driving skills and competence of person(s) undertaking the Program at any time throughout the course of the Program.

7.2 If necessary, the trainer or assessor may refer the person(s) being trained or assessed to another trainer, assessor or to a supervisor for further assessment of their driving skills.

7.3 If at any time the person(s) being trained or assessed is assessed as unfit or unsafe to drive during the Program, the trainer or assessor may terminate the training or assessment immediately and may assume control of the vehicle.

## **8 FURTHER REQUIREMENTS**

8.1 The person(s) undertaking the Program must hold a current VIC driving licence with the relevant class for their job role or equivalent overseas licence and carry it with them at all times during training or an assessment.

8.2 The person(s) undertaking the Program must not wear high heels, thongs or other footwear which in the opinion of the trainer or assessor may cause safety concerns with the foot controls. A flat, enclosed and secure shoe is recommended.

8.3 Mobile phones must be switched off prior to entering a training or assessment vehicle.

## **9 LIMITATION OF LIABILITY, INSURANCE**

9.1 Except for any liability which cannot be excluded by law or that is caused by our negligence, we, our related bodies corporate and our and their officers, employees, licensees, contractors and agents shall not be liable for any loss, damage or liability whatsoever which is suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained as a result of:

- (a) you, your officers, employees, contractors or agents participating in the Program; or
- (b) the assessment provided by us regarding the person undertaking In-Car Driver Assessment; or
- (c) the person being assessed by the assessor as an unfit or unsafe driver; or
- (d) any action taken by the person(s) being assessed as to the outcome of the In-Car Driver Assessment; or
- (e) the person continuing to drive after having been assessed as unfit or unsafe to drive by our assessor; or
- (f) failure or refusal to follow an instruction or direction of a trainer or assessor before or during an assessment; or
- (g) the termination of In-Car Driver Assessment in any of the circumstances set out in these terms and conditions; or

(h) a vehicle being assessed by our trainer or assessor as being unsafe to drive and/or un-roadworthy.

9.2 You indemnify and agree to keep us and our related bodies corporate and our and their officers, employees, contractors, licensees and agents indemnified against any loss, damage, liability, costs and expenses in connection with:

(a) Your breach of these terms and conditions or any other legal obligation by you.

(b) Your participation in the In-Car Driver Assessment and the outcome of any driving test or assessments you take.

9.3 Neither we nor our driving assessors accept any liability whatsoever for personal property that is left in any assessor supplied vehicle, your vehicle or on our premises.

9.4 If any part of the Program takes place in your own vehicle, you warrant that you are covered by compulsory third party insurance and that your vehicle is covered by comprehensive insurance.

## **10 INTELLECTUAL PROPERTY**

10.1 You agree that we own the intellectual property rights in all material provided to you under the Program.

10.2 You agree that the intellectual property rights in any material created by you or us during the Program including modifications or improvements made to the material provided to you by us will vest in us.

## **11 DEFINITIONS**

11.1 Safe Driver Training means the provision of driver training to employees, consultants or agents of an organisation. Safe Driver Training does not involve training an individual or group of individuals that are learning to drive.

11.2 In-Car Driver Assessment means an assessment of the driving skills of employees, consultants or agents of an organisation. In-Car Driver Assessment does not involve assessing an individual or group of individuals that are learning to drive.

11.3 "RACV Safe Driver Training" or the "Program" means the Classroom Workshop Training and In-Car Driver Assessment program run by RACV Ltd or one of its related bodies corporate.

11.4 RACV Ltd means Royal Automobile Club of Victoria (RACV) Limited ABN 44 004 060 833.