

DBYD Locator Certification Candidate Manual

June 2021



DBYD Certification 

ABN 88 617 374 94

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GENERAL INFORMATION

ABOUT DBYD CERTIFICATION LTD

DBYD Certification Limited (DCL) is a charitable community organisation. The registered office of DCL is currently Unit 19,35 Paringa Rd, Murarrie 4172 Queensland.

DCL MISSION

We will deliver skills development and certification of locators to the highest standard to protect people and infrastructure.

DCL VISION

Safer communities through skills development and locator certification.

MOTTO

“Every Locator a Certified Locator”

ABOUT THE CERTIFIED LOCATOR (CL) PROGRAM

DCL offers certification for locators working with asset owners and contractors. The Certification recognises locators who have demonstrated a high level of understanding and practical expertise.

DCL has developed a rigorous assessment for locating that contains both theory and practical elements. Having successfully passed the DCL Certified Locator Program assessment the locator will have recognition that he/she has met a standard that is endorsed by our asset owning members.

THE CERTIFIED LOCATING ORGANISATION (CLO) PROGRAM

Is a formal agreement between DBYD Certification Ltd (as representative of the utility) and your company that gives certain properly certified employees of your company access permissions to utility pits and manholes on your behalf - for the purposes of Cable and Plant Location.

At the moment only the Telstra infrastructure is included in this agreement. However, a number of utilities are showing interest and it is the aim of DCL to approach and include as many utilities into the process as possible.

ONLINE TRAINING COURSE

DCL has arranged for Locate

Management Institute to provide online training to locators wishing to refresh their knowledge prior to taking the assessment.

The online training course provides a foundation for aspiring locators and will give you a sound knowledge base prior to enrolling into a training course with an Australian training provider.

CERTIFICATION FEES

\$1195.00 + GST

FIND OUT MORE

For more information visit www.dbydlocator.com or call 1300 340 017

CANDIDATE INFORMATION

CANDIDATES

Throughout this manual, locators undertaking the assessment process are termed “Candidates”.

ACCESS AND EQUITY

DCL actively supports and encourages people of all abilities to participate in our assessment program. All staff members and contractors are responsible for ensuring access and equity to people of all abilities for all assessments provided by DCL.

SYSTEMS MANAGEMENT

DCL will maintain systems for recording and archiving client enrolments, examinations, assessment outcomes, complaints, statement of certification issued, et al. DCL will treat all personal records of clients confidentially.

CANCELLATION AND REFUND POLICY

If a Candidate is unable to attend the practical assessment, DCL reserves the right to charge a cancellation fee of \$595 + GST. This is outlined in the terms and conditions. (Refer Appendix 1)

MANAGING CONFLICT OF INTEREST

It is understood that Candidates and Assessors may have potential conflicts of interest (whether actual or perceived). Such conflicts or perceived conflicts may be related (but not limited) to:

- Competing business interests
- Assessors have conducted training for the Candidate

These are generally more perceived than real however any Assessor or Candidate who feels a possible conflict exists must immediately notify the CEO or the Operations Coordinator at the time of arranging the assessment. Failure to do so will void grounds for appeal on the issue. Candidates will need to be aware that an alternative Assessor may not be available and could delay assessment for some time.

COMPLAINS AND APPEALS

1. COMPLAINTS AND APPEALS POLICY

DCL recognises the need for Candidates, staff and other clients to have confidence that the Organisation will deal with grievances in a fair and equitable manner based on procedures that are appropriate, accessible and easily understood. Refer Complaints and Appeals Policy in Appendix 2.

2. ASSESSMENT APPEALS

Assessment appeals must be submitted in writing to info@dbydlocator.com

LANGUAGE, LITERACY AND NUMERACY

Language, Literacy and Numeracy (LL&N) skills are essential aspects of work performance and shall be explicitly addressed in the assessment process. The DCL Certified Locator practical assessment (standard) requires the Candidate to read and interpret plans, drawings and specifications and as such:

- The Candidate MUST have the reading skills to read and interpret information contained in plans/drawings and specifications
- The Candidate MUST have the numeracy skills to convert numerical values and scales shown on plans, drawings and specifications

RECRUITMENT AND SELECTION OF ASSESSORS

DCL will ensure that assessment is only delivered by Assessors who have current knowledge and skills as well as vocational training and learning. Assessors undertake professional development in the fields of knowledge and practice of vocational training learning and assessment including competency based training and assessment.

An Assessor must have:

- a. a minimum of 5 years (full time equivalent) experience in locating underground assets/utilities, including pipe and cable networks, since entering the industry;
- b. a high level of knowledge and skills (both theoretical and practical) in locating underground assets/utilities, including pipe and cable networks;
- c. a genuine interest in and commitment to the quality of locating in Australia;
- d. strong support for Dial Before You Dig and the Certified Locator Program;
- e. at least two high level industry referees or nominators;
- f. a Certificate IV in Training & Assessment; and
- g. hold a current DCL Locator Certification

QUALIFICATION REQUIREMENTS FOR ASSESSORS

DCL Assessors must hold or be completing the Certificate IV in Training and Assessment TAE 40116 or its successor or hold a diploma or higher level qualifications in adult education.

DCL will work collaboratively with our Assessors to support them to maintain and continue to develop industry currency.

How DCL Assessors demonstrate current industry skills

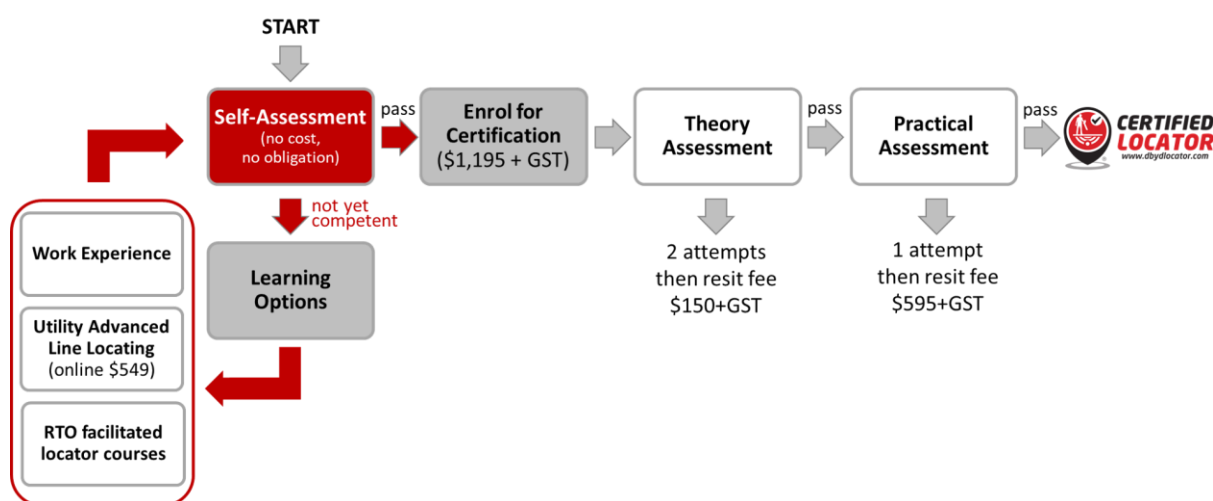
Assessors need to show how they have maintained, upgraded or developed new skills relevant to the current industry needs. Evidence relating to Assessors' industry skills can take many forms. DCL requires that Assessors are regularly exposed to industry workplaces and that they have the ability to participate in workplace tasks. The purpose of an Assessor visit to a workplace will determine whether the visit counts towards evidence of current industry skills. Delivering assessment in the workplace does not constitute the development of current industry skills however attending a workplace to experience the latest techniques, processes and resources could contribute to a demonstration of current industry skills. Other activities which an Assessor could participate in to contribute to the demonstration of current industry skills include:

- **participation in relevant professional development activities:**
 - Activities contained within the Continuous Education Program (CEU) for Certified Locators (listed on <https://dbydlocator.com/renewal-page/>)
- **participation in networks:** this could include attendance at industry breakfasts, workplace health and safety meetings and discussions with employers.
- **professional development:** through reading of industry journals with subscriptions both online and print.
- **undertaking accredited training:** including single units of competency skill sets and qualifications and demonstrating recent completion of a VET training product.

DCL will ensure that the outcome of any industry engagement confirms the relevance of our Assessors' current industry skills.

Demonstration of current industry skills will be reviewed annually in June, by means of a written report from the Assessor to DCL.

THE CERTIFICATION PROCESS



Step One

A Candidate must undertake the self-assessment at <http://www.dbydlocator.com/become-a-certified-locator/self-assessment/>

The Self-Assessment is used by the Candidate to identify if they are likely to be deemed adequately skilled to pass the actual Certified Locator Program. The Self-Assessment is free.

Step Two

A Candidate must enrol in the Certified Locator Program. This involves the payment of a non-refundable assessment fee (refer cancellation and refund policy for details). For group enrolments or invoice payments Candidates should contact the DCL Administration Team.

Nb – The assessment fee is currently \$1195.00 + GST, though it is subject to change upon four weeks notice on the DCL website, www.dbydlocator.com additional charges may apply for practical assessments conducted outside capital cities.

Step Three

This theory assessment is comprised of 70 multiple choice questions. These questions are in the following sections:

- a. 15 questions on Plan and Prepare for locating
- b. 35 questions on Locating Techniques
- c. 20 questions on Telecommunications

A Candidate is provided with two (2) attempts to obtain at least 96% on the theory component.

If the Candidate does not achieve at least 96% on the theory component, within the two (2) attempts, they are required to re-sit the theory assessment upon payment of the re-sit fee (currently \$150 +GST).

Step Four

If the Candidate obtains at least a score of 96% on the theory component, within the two (2) attempts, the Candidate will be contacted to organise a time for the practical assessment to be conducted by an Assessor.

Step Five

The Candidate is assessed by an Assessor on the Candidate's ability to correctly identify underground assets/utilities, including pipe and cable networks; and the procedures performed/conducted by the Candidate in doing same.

If the Candidate does not achieve 100% on the practical component, the Candidate may choose to book a re-assessment (re-assessment fee currently \$595 +GST).

Step Six

If the Candidate obtains a score of 100% on the practical assessment, a Statement of Certification will be sent out to the successful Candidate.

ASSESSMENT TOPICS

The following topics are covered in the DBYD Locator Certification Assessment:

- locating equipment
- scope of work
- DBYD enquiry launched
- work area orientation
- risk assessment
- approach to locating task
- locating overview
- conductive cable locating
- blind search
- nonconductive cable locating
- using sondes
- located utilities
- housekeeping
- reporting
- understanding of how signal is created
- identify signal distortion
- use of current
- verifying accuracy
- ability to read plans

ASSESSMENT RULES – PRACTICAL ASSESSMENT

Candidates to acknowledge the following at the start of the assessment:

You are attempting an assessment to obtain DBYD Certification to prove competency.

- You will be asked to locate predominantly in the peak mode for various reasons although any mode may be used at any time as long as you can determine signal trace quality with the various modes.
- Your methods, experience and knowledge are a major contributor to the outcome.
- You have completed the self-assessment and an online theory component and should be able to answer any theoretical questions asked today.
- You will be given an area or scenario to complete this assessment within a timeframe of approximately 2 hours; therefore, some utilities may be excluded.
- This assessment can be extended or aborted at any time at the assessor's discretion if a result can or cannot be achieved within the appropriate time.
- You may leave the designated area if required but are asked to only mark utilities within the designated area.
- You should be supplied with flags, markers or crayon and are not permitted to use paint at any stage.
- The site is considered your site and signs may be placed, providing they comply with local guidelines and a Traffic Management Plan is not required.
- The assessor may at any time follow, watch or ask questions on your procedure, machine settings or techniques as he/she feels required.
- The assessor may also leave you to complete the task, then ask questions upon completion.
- You must present all the required equipment as per the list to achieve a "pass".

EQUIPMENT LIST

Refer Appendix 3

LOCATE BASICS

THE FOUR KEY FEATURES OF AN EMF LOCATOR

1. Manual Gain
2. Separate Peak and Null
3. A range of Frequencies
4. Be able to read Current

These features are required to enable us to provide a reliable electronic location.

THE FOUR STEPS TO A RELIABLE LOCATION

1. Connect. Direct or clamp
2. Confirm. Sweep, determine signal point and identify target by current
3. Trace. Minimise gain adjustments and check Peak/Null
4. Sanity Check. Trace to a known end.

AS-5488 QUALITY LEVELS

1. QL-A Verified Potholed +/- 50mm
2. QL-B Reliable electronic location. 300mm Horizontal, 500mm Vertical
3. QL-C Identify buried assets by surface features but not able to achieve QL-B
4. QL-D Identify asset in the vicinity by plans but not able to achieve QL-B

GAIN

1. Gain must be manual, not automatic.
2. Set to 50-60%
3. When gain changes it is telling you something.
4. Change of direction or depth.
5. A split or tee in the target.

PEAK / NULL

1. Allows us to determine if we have a round signal or a distorted signal.
2. Tells us if we can give an accurate depth.
3. If Peak and Null do not align we have a distorted signal and should not give a depth.
4. Allows us to determine true location of the target. Half the distance between the Peak and Null and transfer outside the Peak.
5. ALWAYS check Peak and Null before placing a mark.

SIGNAL TRACE FREQUENCIES

1. Low Frequency – Typically 8 kHz and lower - Low frequencies are best for Direct Connection.
2. Medium Frequency – Typically 33kHz - Medium frequencies are best for Induction Method of Connection.
3. High Frequency – Typically 65kHz and higher - High frequencies are best for Induction and the Inductive Clamping method of Connection.

CURRENT

1. We read it in milli amps mA
2. It is used to determine the target. Highest mA.
3. Used to identify branch line or tees.
4. We want to achieve Maximum current for best signal flow.

TO INCREASE CURRENT

1. Reduce resistance - e.g. water on earth stake, use bigger earth stake, connect bigger target (largest cable size)
2. Increase voltage - Increase transmitter output.

ACTIVE METHODS OF LOCATING

1. Why? Because we apply the signal using the transmitter
2. They are:
 1. Direct Connect
 2. Clamp
 3. Induction

PASSIVE METHODS OF LOCATING

1. We use only the receiver
2. We detect naturally occurring noise.
3. We can only determine conductive assets
4. We cannot identify them.

Caution! Power Passive does not necessarily identify power cables.

WORK TO A PROCESS

1. Where is the jobsite
2. Obtain DBYD (essential) and any other plans or anecdotal information
3. Clarify work area with client
4. Walk and inspect work area looking for signs of buried assets.
5. Check all plans and prioritise them
6. Locate everything you can to QL-B
7. Identify that which is QL-D
8. Complete active and passive sweeps
9. Complete site report and go over with client

PLANS ARE NOT 100% ACCURATE

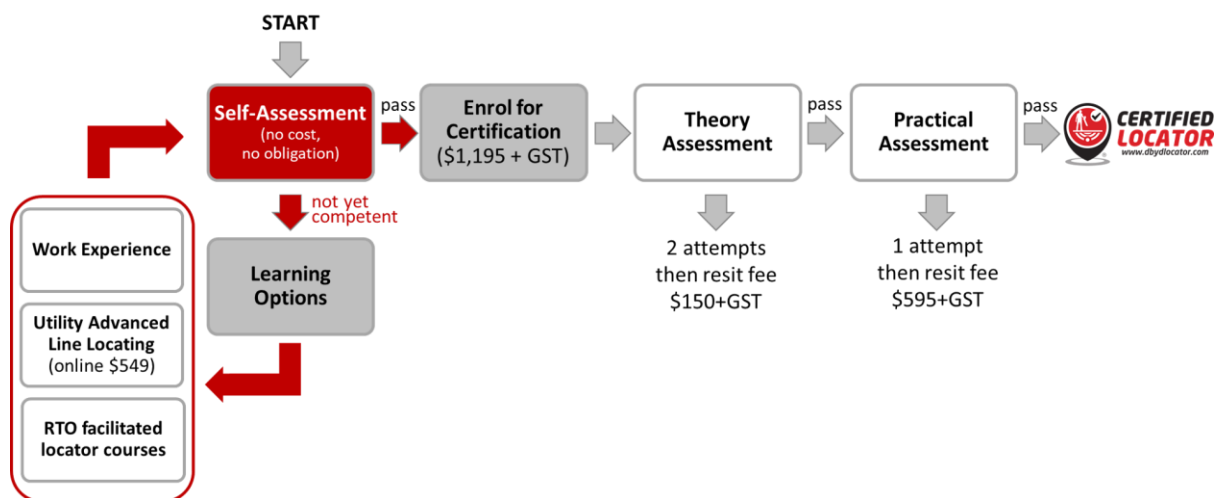
1. Never take plans as the truth. They are a guide.
2. Always compare what the plan says to what you see and let your locator discover the truth.
3. Open every pit.

APPENDIX 1: TERMS AND CONDITIONS

The following terms and conditions apply to people registering for the DCL Certified Locator Program.

1. **Candidates:** persons undertaking the certification program are referred to as Candidates
2. **Certification Fees:**
 - Registration fee is \$1195.00 (excluding GST)
 - Theory re-sit fee is \$150.00 (excluding GST) - charged after two unsuccessful attempts for each subsequent theory re-sit. (Refer diagram 1).
 - Practical re-assessment fee is \$595.00 (excluding GST) – charged after a failed practical assessment for each subsequent practical re-assessment. (Refer diagram 1)

Diagram 1



3. Assessment Locations

Assessments are carried out at periodic intervals in the following locations:

- Adelaide
- Brisbane
- Canberra
- Darwin
- Hobart
- Melbourne
- Perth
- Sydney

It is the responsibility of Candidates to fund and organise their travel and accommodation to the relevant assessment location. Arrangements at cost can be made for multiple Candidates outside of the above locations.

Contact info@dbydlocator.com.au or alternatively call DCL on 1300 340 017 to discuss your options.

TERMS AND CONDITIONS FOR CANDIDATES FOR DBYD CERTIFIED LOCATOR PROGRAM

1. Preamble

- 1.1 The DBYD Certified Locator program is operated by DBYD Certification Ltd ABN: 88 617 374 946 (DCL) under license from the owner Dial Before You Dig (Qld) Ltd ABN: 34 464 054 437 (DBYDQ).

2. Definitions

- 2.1 In these Terms, unless otherwise provided, the following words have the following meanings:
- ACL** means the Australian Consumer Law Schedule to the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended;
- Agreement** means any agreement for the provision of the Program by DCL to the Candidate;
- Candidate** means you, the individual person who has registered for enrolment and participation in the Program;
- Certified Locator** refers to a Candidate who has successfully demonstrated the threshold competency requirements prescribed for recognition as a Certified Locator in the Program;
- consumer** is as defined in the ACL and in determining if the Candidate is a consumer, the determination is made if the Candidate is a consumer under the Agreement;
- Fee** means the fees and charges payable by the Candidate to DCL from time to time, as set in relation to the Candidate's enrolment and participation in each of the various components of the Program. The relevant Fee will be set by DCL from time to time and displayed on the Website at the time of the Candidate's enrolment into the Program;
- GST** means the goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and its associated Regulations as amended;
- Program** means the DCL Certified Locator Competency Assessment Program for Candidates;
- services** means the services supplied by DCL to the Candidate in relation to the Program;
- Terms** means these terms and conditions for enrolment as a Candidate and participation in the Program;
- Website** means the website established for and related to the provision and operation of the Program, located at www.dbydlocator.com.

3. Basis of Agreement

- 3.1 Unless otherwise agreed by DCL in writing, the Terms apply exclusively to every Agreement and cannot be varied or replaced by any other terms.
- 3.2 An Agreement is accepted by DCL when DCL accepts, in writing or electronic means, a registration request from the Candidate to enrol and participate in the Program.
- 3.3 DCL may refuse to accept any Candidate's registration and enrolment request in its sole discretion.
- 3.4 DCL reserves the right to record, via video and/or audio, assessment sessions for recording and quality assurance purposes and to provide feedback support to the Candidate.
- 3.5 The Candidate's enrolment and participation in the Program is not transferable. By accepting these Terms, the Candidate warrants that it is the person enrolling and participating in, and seeking to complete, the Program.

4. DCL obligations

- 4.1 Subject to these Terms, DCL agrees to:
- provide the Candidate with access to the Website to undertake the competency assessment review with a view to the Candidate becoming recognised as a Certified Locator;
 - assess the Candidate's competency to be recognised as a Certified Locator; and
 - if the Candidate successfully demonstrates the threshold competency requirements prescribed in the Program, to register the Candidate's name and contact details on the DCL register of Certified Locators.
- 4.2 By registering and seeking to enrol in the Program, the Candidate accepts the following terms and conditions.

5. Candidate obligation

- 5.1 The Candidate:
- agrees that it will pay all Fees required to be paid by the Candidate to register, enrol and participate in each component of the Program, including any applicable renewal process;
 - agrees that it will undertake the competency assessment review in a responsible manner ensuring that the Candidate has read and understood the material;
 - agrees that it will personally undertake the assessment review;
 - warrants that the information it has provided to DCL, whether directly or indirectly, or through the Website is:
 - provided in good faith; and

- (ii) true and correct to the best of the Candidate's knowledge, information and belief;
- (e) agrees that it will provide a current and accessible email address at which the Candidate can be contacted for the duration of the Program;
- (f) agrees that it is entirely responsible for maintaining the confidentiality of the Candidate's User Name and Password for the Website and the Program;
- (g) agrees that it is entirely responsible for any and all activities that occur under the Candidate's User Name and Password on the Website and in the Program;
- (h) agrees that it will notify DCL immediately of any unauthorised use of the Candidate's User Name and Password or any other breach of security;
- (i) agrees that it will comply with the DCL Website Terms of Use which can be located on www.dbydlocator.com
- (j) undertakes that it will not engage in conduct which does or tends to defeat or compromise the purposes of the Program including:
 - (i) cheating;
 - (ii) failing to comply with instructions;
 - (iii) copying or reproducing the Program or any part of it;
 - (iv) using reproducing or adapting the work of another person;
 - (v) representing the work of another person as the Candidate's own work; and
 - (vi) misrepresenting, falsifying, misstating or fabricating data, results or information used for assessment purposes;
- (k) agrees that it may be refused the right, in DCL's sole discretion, to participate in the Program, or be provided with the outcome of the competency assessment as a Certified Locator if the Candidate breaches these obligations or these Terms.

6. Program Fee & Terms of Payment

- 6.1 DCL will charge the Candidate the Fee.
- 6.2 The Fee charged for the Candidate's enrolment and participation in the Program is exclusive of GST, which is additionally to be paid by the Candidate.
- 6.3 Payment of the Fee is due immediately upon the Candidate's registration for enrolment and participation in each component of the Program.
- 6.4 The Candidate is responsible to provide and pay for any and all hardware, software and any equipment required to enable the Candidate to enrol and participate in the Program, and for all of the Candidate's own fees and costs associated with undertaking the Program. This includes but is not limited to the Candidate supplying its own equipment as described in the Self Assessment section of the Program.
- 6.5 Subject to clause 6.6, DCL reserves the right to increase the Fee for enrolment and participation in the Program (in whole or in part), at any time in its sole discretion.
- 6.6 Notwithstanding clause 6.5, the Candidate will be granted a period of three (3) months from the date on which DCL notifies the Candidate of the future Fee increase to complete the Program with the current Fee applied. The Candidate otherwise agrees to be subject to the effects of the Fee increase and agrees to pay DCL any outstanding Fee component owing as a result of the Fee increase.
- 6.7 If a Candidate fails to pay any part of the Fee for their enrolment and participation in the Program, DCL reserves the right to:
 - (a) restrict online access to that Candidate;
 - (b) withhold the making any assessment of competency for that Candidate;
 - (c) withhold the release of any assessment of competency for that Candidate;
 - (d) withhold the registering that Candidate's name on the DCL register of Certified Locators;
 - (e) recover any portion of the outstanding Fee owed by the Candidate as a debt due to DCL; and
 - (f) charge the Candidate for, and the Candidate must indemnify DCL from, all costs and expenses (including without limitation all legal costs and expenses) incurred by DCL resulting from the Candidate's failure to pay the Fee or resulting from DCL taking action to enforce the Candidate's compliance with the Agreement.

7. Timeframes

- 7.1 The Candidate must:
 - (a) attempt the theory examination component of the Program within thirty (30) days of the date of registration;
 - (b) attempt the first practical assessment within six (6) months of the date of registration;
 - (c) attempt a second assessment (if required) within six (6) months of the date of the first practical assessment; and
 - (d) successfully demonstrate all of the threshold competency requirements prescribed in the Program within eighteen (18) months of the date of registration.

- 7.2 If the Candidate fails to satisfy the above timelines, it will be considered to have abandoned or failed the Program.
- 7.3 If a Candidate repeatedly does not respond to reasonable attempts by DCL to contact it, the Candidate will be deemed to have withdrawn from or abandoned the Program.
- 7.4 Requests for any full or partial refund of the Fee paid by the Candidate will be handled in accordance with DCL's policy as set out in these Terms.

8. Cancellations and Refund Notifications

Notification of withdrawal, cancellation and/or requests for refunds must be made by the Candidate in writing to DCL at info@dbydlocator.com. The Candidate may alternatively call DCL on 1300 340 017 to discuss the Candidate's options.

9. Cancellation

- 9.1 If the Candidate elects to cancel the practical assessment component of the Program after it has been booked in and confirmed by DCL, a re-assessment fee of \$595 (excluding GST) will apply. If a replacement can be arranged and booked in, the re-assessment fee will be waived and an administration fee of \$195 (excluding GST) will apply instead.

10. Non-Attendance (No Show)

- 10.1 If the Candidate fails to attend an assessment for whatever reason, the Fees will not be refunded or allocated to another assessment and a re-assessment fee of \$595 (excluding GST) will apply.

11. Substitutions

- 11.1 Requests for substitutions are to be made in writing to info@dbydlocator.com or by calling DCL on 1300 340 017.
- 11.2 All requests must be made up to 48 hours prior to the practical assessment. DCL reserves the right to refuse any request for substitution made within 48 hours of the practical assessment.

12. Refunds

- 12.1 The Candidate enrolled after 1 March 2017:
- (a) is eligible for a registration refund of \$1,000 (excluding GST) of the Fee, if the Candidate withdraws in writing prior to commencing an attempt of the theory assessment component of the Program. Such refunds will incur an administration fee of \$195 (excluding GST).
 - (b) is eligible for a refund of \$595.00 (excluding GST) of the Fee, for a practical assessment not being undertaken only if notification is received in writing by DCL of the Candidate withdrawing from the Program prior to the practical assessment being arranged.
 - (c) is eligible for a theory re-sit refund of 50% of the re-sit Fee paid by the Candidate, provided notification is received in writing by DCL prior to attempting the re-sit of the theory assessment.
 - (d) is eligible to apply for a refund due to extenuating circumstances. Supporting documentation is required to show proof of the Candidate's circumstances. The DCL CEO will determine if such extenuating circumstances warrant a full or partial refund and the CEO's decision is final. The Candidate should contact DCL directly for further information.

13. Abandonment

- 13.1 No refunds of the Fee will be made for abandonment of the Program.

14. Failure

- 14.1 No refunds of the Fee will be made where a Candidate has completed the Program but has failed to successfully demonstrate all of the threshold competency requirements prescribed in the Program.

15. Applying for a Refund

- 15.1 To apply for a refund, a written claim must be submitted to info@dbydlocator.com.
- 15.2 An application for a refund will be processed within 4 weeks after a claim has been received by DCL from the Candidate. Refunds are assessed on a case by case basis.
- 15.3 Where a Fee refund is due to a Candidate, such a refund will be provided within 30 days of refund approval.
- 15.4 Refunds will only be refunded to the person who entered into the Agreement with DCL and will not be provided to a third party.
- 15.5 All refunds will be paid electronically; no refunds will be made in cash.
- 15.6 Agreeing to the Refund policy set out in these Terms does not restrict or remove the right of the Candidate to take further action where permitted under the ACL or to pursue other legal remedies.

16. Locate Management Institute – UALL Online Course Refunds

- 16.1 Locate Management Institute will accept a refund request for unopened online training courses within 30 days of the purchase date. Locate Management Institute will retain an administration fee of \$50 CAD for each applicable refunded course plus any associated service costs.

17. Certificate of Completion

- 17.1 DCL will supply the Candidate with a Certificate of Completion of the Program only in circumstances where the Candidate:
- (a) has successfully demonstrated all of the threshold competency requirements prescribed in the theory assessment component of the Program;
 - (b) has successfully demonstrated all of the threshold competency requirements prescribed in the practical assessment component of the Program; and
 - (c) paid all applicable Fees in full.
- 17.2 The Certificate of Completion confirms that, on the date specified in the Certificate of Completion, the Candidate successfully demonstrated to DCL the level of theoretical and practical knowledge and competency required to enable the Candidate to be recognised as a Certified Locator by DCL under the Program.
- 17.3 The Candidate acknowledges and agrees that:
- (a) DCL is not a Registered Training Organisation within the meaning of the *Vocational Education and Training Act 1996 (Cth)*, and the Program is not an accredited, mandated or industry-regulated program; and
 - (b) completion of the Program, and the issuing or receipt of a Certificate of Completion:
 - (i) does not bestow or confer on the Candidate any kind of formal or informal accreditation or qualification;
 - (ii) does not denote any level of attainment of mandated industry-relevant or other experience or expertise;
 - (iii) does not amount to a warranty or guarantee by DCL or any other party that the Candidate possesses any particular level of experience, expertise, knowledge or skill; and
 - (iv) does not amount to a warranty or guarantee by DCL or any other party that the Candidate will be able to correctly or accurately locate underground infrastructure, assets and utilities (including but not limited to infrastructure for electricity, gas, telecommunications, water, network cabling, drainage, sewerage, irrigation and heritage trees) on each attempted instance.

18. Changes To The Program

- 18.1 Any period or date for delivery of the Program, or any component of it, stated by DCL is an estimate only and not a contractual commitment. DCL will use its reasonable endeavours to meet any estimated dates for delivery of the Program but will not be liable for any loss or damage suffered by the Candidate or any third party for failure to meet any estimated date.
- 18.2 DCL reserves the right to:
- (a) change, cancel or postpone the dates on which the various components of the Program will be conducted;
 - (b) change the assessors assigned to conducting the competence assessments; and
 - (c) modify, cancel or limit the Program and/or its content, and the Candidate's access to it, in accordance with DCL's reasonable business requirements
- 18.3 DCL will notify the Candidate of any such changes, cancellation or postponement and will use reasonable endeavours to place the Candidate in any alternative dates suitably available for the resumption of the Program.

19. Indemnification/Liability

- 19.1 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the provision of the Program, this Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, design or performance of the Program or its content, or any contractual remedy for their failure.
- 19.2 If the Candidate is a consumer nothing in these Terms restricts, limits or modifies the Candidate's rights or remedies against DCL for failure of a statutory guarantee under the ACL.
- 19.3 If clause 19.2 does not apply, then other than as stated in the Terms or any written warranty statement DCL is not liable to the Candidate or any third party in any way arising under or in connection with the Candidate's enrolment in, participation in, cancellation of, abandonment of, withdrawal from, completion of, or non-completion of the Program.
- 19.4 DCL is not liable for any indirect or consequential losses or expenses suffered by the Candidate or any third party, howsoever caused, including but not limited to loss of turnover, profits, business, assets or goodwill, or any liability to any other party, except to the extent of any liability imposed by the ACL.
- 19.5 DCL excludes to the maximum extent permitted by law, and any and all liability that may arise to the Candidate or any third party, as a result of the operation of the Candidate's own business and/or the provision of asset locating services offered by the Candidate to customers.
- 19.6 The Candidate acknowledges and agrees that:

- (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by DCL in relation to the Program or its use, application or utility;
 - (b) it has not made known, either expressly or by implication, to DCL any purpose for which it seeks to be recognised as a Certified Locator, and it has the sole responsibility of satisfying itself that the Program is suitable for the Candidate's use;
 - (c) it is responsible for the operation of its own business and the provision of asset locating services that it offers to its customers;
 - (d) it will indemnify and keep DCL indemnified from and against any and all actions, claims, damages, expenses or loss of any kind whatsoever that DCL may suffer or incur as a result of the Candidate's:
 - (i) advertisement, branding, promotion or representation of itself as a Certified Locator;
 - (ii) provision of any incorrect or incomplete information provided by the Candidate to any third party;
 - (iii) failure or inability to correctly or accurately locate underground infrastructure, assets and utilities (including but not limited to infrastructure for electricity, gas, telecommunications, water, network cabling, drainage, sewerage, irrigation and heritage trees); and
 - (iv) acts, omissions or negligence in the course of carrying out its provision of asset locator services for its customers.
- 19.7 Nothing in the Terms is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation relevantly applicable to the supply of goods or services which cannot be so excluded, restricted or modified.

20. Modification Of Terms And Conditions

- 20.1 DCL reserves the right to update and change these Terms from time to time upon providing notice to the Candidate.
- 20.2 The Candidate's enrolment and participation in the Program shall be subject to these Terms as updated and changed from time to time and in force at the time of the Candidate's enrolment or re-enrolment, as appropriate, in any component of the Program.

21. Copyright

- 21.1 All content on the Website and in the Program is copyright © Dial Before You Dig (Qld) Ltd and/or ©DBYD Certification Ltd unless otherwise stated. This includes, but is not limited to: all text, images, graphics, visual presentations and any Program-related files.
- 21.2 Material from the Website and the Program cannot be copied, reproduced or distributed in any form without prior written consent from the relevant owner.
- 21.3 All material provided and presented during the Program is for the sole use of the Candidate, and only for the purposes of the Candidate successfully demonstrating or attempting to successfully demonstrate the threshold competency requirements prescribed in the Program.

22. Warranty

- 22.1 To the extent permitted by law, no warranties or guarantees (whether express or implied) are made in relation to any of the Program information and material including as to its accuracy, currency, completeness or suitability.
- 22.2 By using any of the Program information and material provided, the Candidate accepts to the extent permitted by law all liability for its actions.

23. Force Majeure

- 23.1 Neither DCL nor the Candidate are liable in any way howsoever arising under this Agreement to the extent that it is prevented from acting by events beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism or war.
- 23.2 If an event of force majeure occurs, DCL or the Candidate (as applicable) may suspend or terminate the Agreement by written notice to the other party.
- 23.3 This right does not extend to any obligation to pay money.

24. Miscellaneous

- 24.1 The law of the State of Queensland, Australia from time to time governs these Terms. The parties agree to the non-exclusive jurisdiction of the courts of the State of Queensland, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 24.2 DCL's failure to enforce any of these Terms shall not be construed as a waiver of any of DCL's rights.
- 24.3 If a clause of this Agreement (or part of it) is unenforceable it must be read down to the extent required for it to be enforceable or, if it cannot be read down, the clause (or part of it) must be severed from the clause, without affecting the enforceability of the remaining Terms.

25. Privacy Notification Statement

- 25.1 DCL is required to collect the Candidate's personal information for the purposes of enabling the Candidate's registration, enrolment and participation in the Program, delivery of the Program content and, upon successful completion of the Program, displaying the Candidate's name and contact details as a Certified Locator on the Website.
- 25.2 DCL's Privacy Policy details why it collects the Candidate's personal information, who DCL may disclose it to (including whether DCL is likely to disclose it to overseas recipients), and the main consequences (if any) if DCL does not collect the Candidate's personal information. DCL's Privacy Policy also contains information about how the Candidate may seek access to, or correction of, the personal information held about it, and DCL's complaint resolution procedures. DCL's Privacy Policy is available at <http://www.dbydlocator.com/privacy-statement/>, or by request to DCL.

Last updated: May 2019

APPENDIX 2: COMPLAINTS AND APPEALS POLICY

DBYD Certification Ltd (DCL) recognises the need for Candidates, staff and other clients to have confidence that the Organisation will deal with grievances in a fair and equitable manner based on procedures that are appropriate, accessible and easily understood.

DCL has a duty of care in ensuring Candidates undertake assessments in an environment free of coercion, unfair treatment or harassment.

Nothing in these procedures limits the rights of individuals to take action under Australia's Consumer Protection laws.

DCL is constantly reviewing and updating policies, as a grievance helps us to fix a problem and assists with continuous improvement.

COMPLAINT OR APPEAL:

A complaint would generally be directed at the general performance of DCL or its staff in the delivery of our services.

An appeal would generally be directed at the assessment outcome and/or assessment process.

In the first instance complaints or appeals should be discussed informally with the staff or Assessors involved. Where possible disputes are managed and resolved informally. However, if the complaint or appeal cannot be managed informally the Candidates can submit a formal complaint or appeal in writing.

The complaint or appeal will be dealt with promptly. All formal complaints will be dealt with by the CEO and contact will be made within 10 working days to arrange a time to discuss your complaint or appeal.

You will be provided with a written outcome on your case including the rationale for the decision. If you are satisfied with the resolution agreed actions will be implemented and the complaint or appeal will be closed.

If a Candidate is not satisfied with the outcome and the above processes are not effective in resolving the issue, then a suitable person or panel may be engaged to aid in the resolution of the issue.

GROUNDINGS FOR APPEAL

An application for appeal will be considered where:

1. A Candidate claims a disadvantage because the Assessor did not provide an assessment outline
2. A Candidate claims disadvantage because the Assessor varied without consultation or in an unreasonable way the assessment requirements as specified in the subject outline
3. A Candidate claims disadvantage because assessment requirements specified by the Assessor were unreasonably or prejudicially applied to him or her
4. A Candidate is of the view that a clerical error has occurred in the documenting of the assessment outcome
5. A Candidate claims disadvantage because the Assessor did not follow the guidelines as per Assessor instructions on assessment instrument

RECORD KEEPING:

A written record of all complaints handled under this procedure and their outcomes will be maintained for a period of five years. These records will remain with the Candidates file and cannot be accessed without a written request to the CEO.

If the appeal for re-assessment is proven, DCL will appoint an alternative Assessor who will make all necessary arrangements to conduct the re-assessment of the Candidate at a time that is mutually convenient for all parties concerned at no cost to the Candidate.

APPENDIX 3: EQUIPMENT LIST



To undertake the practical assessment, you must present with the following equipment*. Failure to do so will result in the assessment being aborted and the participant will incur the cost of re-assessment (\$595 + GST).



1. Complete DBYD Plans for the assessment location ordered in the candidate's name
(complete print outs in **colour** or loaded onto an at least 10-inch tablet)



2. Photo ID and construction white card



3. EMF locating instrument and calibration certificate (calibrated in accordance with the manufacturer's specification) with the following minimum requirements:
 - a. Multiple frequencies (min of 1 Low, 1 Medium & 1 High Frequency)
 - b. At least one sonde frequency
 - c. Three active modes, Direct Connect, Inductive Clamp and Spill Induction
 - d. Two passive modes, Radio and Power
 - e. Separate Peak and Null Modes
 - f. Be able to read Current Measurement
 - g. Manual Gain control



4. Multiple Frequency Transponder Locator



5. 4 Gas detector with sniffer hose.
 - Combustibles (LEL)
 - Oxygen (O)
 - Carbon Monoxide (CO)
 - Hydrogen Sulphide (H2S)



6. Traceable duct rodding equipment and a sonde suitable for rodding a communication duct and at a frequency to suit EMF Locator



7. Pair of Telstra Manhole guards



8. Telstra Manhole keys



9. Minimum of 4 X 450 mm witches hats



10. Telstra pit seal breaker tool



11. Applicable safety management signs



12. Site record document, Asset location report or similar



13. Safety documentation (Take 5, JSA, SWMS)



14. First aid kit



15. Hi Vis workwear or vest

* Please contact us if you are travelling by plane and we will discuss exceptions to this list.