

## **Motorcycle Training Terms and Conditions**

### **Introduction**

Welcome to A1 Motorcycle Training School. This terms and conditions is a binding Agreement between A1 Motorcycle Training School (“us” “our” or “we”) and the Student (“You”). By booking any training it is deemed that you have fully read and accepted our terms and conditions. Every effort has been made to ensure the accuracy of the information in these terms and conditions. They are there to protect both you the student and us. We believe that they are very reasonable, if you disagree, please contact us before booking.

### **Documentation and Requirements**

- A1 Motorcycle Training School and its Instructors are authorised by the Driving & Vehicle Standards Agency (DVSA), to deliver Compulsory Basic Training (CBT) and pre-test training and we will abide with DVSA regulations.
- You must produce a valid UK driving licence with provisional entitlement for motorcycles ( photo card licence) and a suitable form of identification (current passport) if you have an old style licence. EU licence is not valid for CBT or Direct Access. EU licence holders must apply for driving number by downloading a D9 Form.
- You must provide us with a mobile contact telephone number.
- Please inform us of your riding experience i.e. New Rider without experience, Rider with experience on moped only or geared bike, Completed CBT before, or any special needs you may have. Failure to email us may put you in a group that may not suit your needs or no bike available.
- If you have completed your Compulsory Basic Training (CBT) elsewhere, you must produce your certificate before you undergo any further training with us.
- If you are using your own motorcycle, you must produce a valid certificate of insurance that covers your use of that vehicle on a road, vehicle excise licence and current MOT certificate, if applicable.
- The student is responsible for any fines and endorsements as a result of any road traffic offense committed by them.
- Students must have a good understanding of the Highway Code prior to training. Any student who doesn't may have their training cancelled or extended.
- Training will be conducted in English, students must be able to understand and follow English to a level that they can comply with instructions over a radio system. If a student attends a course of training without a good command of English the training will be cancelled with no refund. If unsure please contact us prior to any booking.
- Please wear suitable clothing, i.e. gloves, long trousers, a strong jacket and sturdy boots. A supply of safety helmets, Jackets, gloves and waterproofs are available on request however you may wear your own if you wish.

- We provide Helmets, Glove, Jacket, and Motorcycles. If you have chosen to use our bike, you must email us to advise on what bike you want on the day i.e. 125cc manual if aged over 17 or 50cc twist and go 16-year-old. You can also use 50cc for any age group.
- Students must be physically/mentally fit enough to complete a day's training. We will not refund if you are unable to do so. If it is deemed by the Instructor that it is not safe for you to continue, your training will be terminated and no refund will be offered.
- If you do not meet any of the standards set out by the DVSA (Driving Vehicle Standards Agency) you will be asked to re-attend at an additional cost of £40.00, if you still cannot complete the course standards you will then go on to lessons at full price of £62.00 per 2 hours lesson until you have reached the standards required for CBT.

#### **Failure to Produce Documents**

- If you fail to produce any of the required documents for a CBT course then training cannot commence. No refund of deposit will be issued.
- If you fail to produce the required documentation to the DVSA examiner on your practical tests, you will have the test terminated by the DVSA and the test fee will be lost. The DVSA will not refund a test fee for any reason whatsoever, once a test has been named, including serious medical conditions or accidents prior to the test.

#### **Course Schedule**

- Students must arrive at the school by 8:20am as lesson starts 8:30am prompt.
- All training will stop at 2 pm if objectives / risk assessments have not been reached for the day. Only students who have fulfilled the criteria will be asked to stay on for Road ride from 2 pm to 4 pm.
- We reserve the right to end any CBT if we feel that it is in anyway dangerous, or Risk Assessments are not fulfilled.
- Conditions that may cause the school to rearrange CBT's are as follows: Under Duty of Care, Heavy rainfall and surface water, High winds, Snow Ice, Thick Fog.

#### **Bookings/Refunds**

- A Payment/Reservation will be required to confirm the booking and the remaining balance will be required on the day of training.
- All Reservation/payments are non-refundable and non-transferable should the student fail to attend or cancel their session or course.
- If you purchase a package, you must use it within 1 year of the purchase date, and failure to do so will result in forfeited fee.

- It is important that you keep to the date you have chosen as if you do not attend on the day your fee will not be refunded or rearranged as it costs the school to have the Instructor brought in for CBT.
- You can only change your CBT date by giving at least 2 days' notice. You can't change your test date a day before or on the test day. Failure to do so will result in being charged for the full amount.
- If you book a lesson and do not turn up for the slot/slots you will be charged the full amount for the booking.
- No refunds will be given if the terms and conditions set out in this document are breached or not met.
- Full payment will be required before ANY training takes place.
- If a student starts a course but then withdraws before completion no refund will be issued and the training missed will not be transferred on to another course.
- In the event of any student riding in a dangerous manner or misusing the bikes and or equipment we reserve the right to terminate training with no refund being issued.

### **Courses & Tests**

- Full payment is required on the 1st day of training of any course, any student who arrives without the correct amount may have their training cancelled with no refund.
- The whole course must be booked in its entirety to obtain the package course rate, otherwise the normal session rate applies.
- Students are advised to book their CBT at least 2 weeks before a course, this will allow the Instructor to assess riding ability and advice on course duration. Students who have taken a CBT at another school are advised to take advantage of a riding assessment at least 2 weeks prior to the course,
- We will endeavour to train students of a similar ability on a course. If a student attends a course and is not up to a safe standard to continue, their test and possibly training may be cancelled with no refund due. It is therefore imperative that students take an assessment and or the additional training when advised to do so. This will ensure the other student is not disadvantaged.
- It is the responsibility of the student to ensure that prior to a course (Not CBT) they have passed their Motorcycle Theory Test and have informed the A1 Motorcycle Training School of the Certificate number. It is also the student's responsibility to bring the certificates to both tests. If you book in for a course without a valid theory the tests will have to be cancelled but the training will still go ahead and no refund for the tests missed will be given.

### **DVSA Practical Tests**

- A1 Light, A2 Medium and A Direct Access licenses are gained through a two-part practical test (Module One and Module Two.) It is a requirement of the DVSA that Module One is passed before Module Two is attempted.
- If you fail Module One, three clear working days are required before a further Module One attempt.
- If you fail Module Two, ten clear working days are required before a further Module Two attempt.
- We recommend that the Mod One Test and the Mod Two Test are separated by 5 working days when students are doing individual session or lessons. If, however, the student requires, for personal reasons, that the Module One and Module Two be booked either on the same day or within 5 days of each other, the student must understand that if the Module One Test is failed, the fee for the Module Two Test will be lost to the DSA and any other subsequent tests will be charged at the standard DSA test rate. (Students doing the Combined 3.5 day Course are covered under our Mod 1 Test Guarantee)
- If the student requires further training for a re-test of either Module One or Module Two, usual training fees apply.
- If a test is cancelled by the DVSA because of adverse weather & you have been taken to the Test Centre, half the session fee will be charged. The test fee will be carried over to the next test date.
- If a test is cancelled by the DVSA because of Industrial Action or an inability on the part of the DVSA to conduct the test, the student will be charged the full session fee which you can claim back from the DVSA.

### **Students Using Their Own Bikes**

- Any student using his/her own motorcycle for training must ensure that the vehicle complies with all legal requirements in existence at the time of training and/or testing.
- Vehicle road tax must be valid and displayed, L plates must be displayed front and rear, and vehicle tyres must be within the legal limits.
- The maintenance and reliability of the student's vehicle shall be the student's sole responsibility, If the vehicle breaks down the student will have the option to use one of our vehicles (if available) and the additional lesson fee will be charged at that time. If a vehicle is not available and the lesson has to be cancelled, then you will be charged the full session fee and no refund will be issued.
- Students turning up for training on un-roadworthy vehicles have the option to use one of our vehicles (if available) and the additional lesson fee will be charged at that time. If a vehicle is not available and the lesson has to be cancelled then you will be charged the full session fee and no refund will be issued.

### **Medical Conditions**

Full disclosure must be made by the student, at the time of booking, if he/she knows of any drug/medical/medication (prescription or otherwise) or condition that could impair his/her riding ability. Failure to disclose any issues that become apparent to us will result in the termination of the training. No refund will be issued.

### **Eyesight Test**

On the CBT or first day of training you will be expected to read a number plate from the legally required distance of 20.5m. If vision aids are required to successfully complete the eyesight test, these vision aids must be worn when riding our vehicles. Failure to clearly read & pass the eyesight test will result in the immediate termination of the student's training

### **Alcohol & Drugs**

Arriving for training under the influence of alcohol or drugs will result in the immediate cancellation of the entire training session. No refund will be given.

### **Driving and Vehicle Standards Agency (DVSA)**

Training and testing (as arranged with and conducted by the DVSA) to be at the time, date and place specified. All arrangements with the DVSA are subject to the terms and conditions of that body, over which A1 Motorcycle Training School has no control.

### **Abusive Behaviour**

A1 Motorcycle Training School will not tolerate abusive behavior towards any member of our staff, Mototechniks staff, DVSA employee, or any other A1 Motorcycle Training School student. Any student behaving in an abusive or disruptive manner will have their training immediately terminated. They will be asked to leave the premises immediately and any incident may be reported to the police. No refund will be given for any remaining training.

### **Gift Vouchers**

- Gift Vouchers issued by A1 Motorcycle Training School are valid for a period of 6 months from the date of issue. The gift vouchers must be presented upon commencement of the training.
- The Gift Voucher is only valid on the day booked, if the student doesn't turn up or cancels the voucher becomes invalid.
- A1 Motorcycle Training School gift vouchers cannot be exchanged or sold to a third party. No refunds for purchased gift vouchers will be given at any time. The purchaser of the gift voucher is responsible for ensuring the gift voucher recipient has all the necessary documentation required to undertake motorcycle training.

### **Valuables & Personal Property**

All personal property is left on site at the students own risk. Valuables and other items can be locked away in the instructor's office / safe on request, however, we cannot be held responsible for any loss.

## **Ancillary**

- A1 Motorcycle Training School reserves the right and at its discretion to refund the course fee in full, instead of providing training and/or testing.
- A1 Motorcycle Training School reserves the right to vary or change these terms and conditions without prior notice. Each student is required to read and agree to our current terms and conditions before booking.
- A1 Motorcycle Training School reserves the right to vary or change all training course prices without prior notice if the Deposit hasn't been paid.

A1 Motorcycle Training School reserves the right to determine riding standards in all respects as criteria for submitting students for testing. Such criteria will be in accordance with regulations and guidance as issued by the DVSA.

## **Health & Safety**

A1 Motorcycle Training School provide the safest possible environment for you, all training complies with the Health & Safety at Work Act. A copy of which is available on request.

## **Injuries & Accidents**

- We will do everything within our power to ensure the safety of our students. However, riding any motorcycle or scooter carries some risk to the rider. The student must understand these risks and agree to undergo training at their own free will. The bikes are fully insured, but you are not. We will not pay for any lost days of work or damage to your personal kit in the event of an accident.
- The student must accept responsibility for their own actions during training and any possible injury caused. Students are responsible for the control of the motorcycle, we can only advise you verbally. A1 Motorcycle Training School and our Instructors cannot accept liability or be subject to any claim for any injury or accident you may suffer whilst riding independently or accompanied.
- Any student that sustains injury during their training will have their training stopped and medical attention will be sought if needed. We always recommend that medical attention is sought in all cases and that injuries are checked by a medical practitioner. However, if the student is happy to continue the training it will be at their own discretion.
- The Student is responsible for damage caused During all lessons / CBT Normal terms and conditions of rental apply at all times. Despite the inclusion of insurance, an excess will be charged for any vehicle damage. Insurance cover is for UK mainland

## **Data Protection Act 2018/ Privacy**

The A1 Motorcycle Training School will use personal data legally and securely.

All information passed to the A1 Motorcycle Training School will be treated as confidential. As such, no information will be shared with any other company or organisation. Certain information that may be seen to be relevant for future liaison with

customers may be kept on record. Private information will be disposed of once no longer of use. All data held meets the requirements set down in the Data Protection Act 2018.

### **Changes to Our Terms and Conditions**

A1 Motorcycle Training School Terms and Conditions can & will change in response to market forces. We reserve the right to make any changes necessary to continue to operate effectively without prior notice. However, our terms and conditions will always be published on the web site and available to read at the office prior to any training.

### **Contact**

If you have any queries, please call us on 0191 460 8725 and we will be happy to help.

Last updated 11 October, 2019