

JJs Motorcycle Training Limited - Terms and Conditions (Revised 1st May 2018)

Definitions

Student – the customer contracted, named and specified to attend and receive training. The individual responsible for payment, attendance and agreeing to the contractual training dates/times, terms and conditions.

Instructor – the Driver and Vehicle Standards Agency (DVSA) approved and authorised training deliverer.

The Company – JJ's Motorcycle Training Limited, Companies House Registration Number – 9358501. Registered Office: St George's House, 14 George Street, Huntingdon, Cambridgeshire, PE29 3GH

General Statement

These terms and conditions are set out to define the relationship between the Student, Instructor and Company. They are not intended to be exhaustive or unnecessarily prescriptive but exist to clearly state the contractual relationship between the Student, Instructor and Company to enable DVSA safety requirements to be met and good business practice to be maintained.

Principles

The terms and conditions herein are based on the fundamental DVSA requirement to manage and minimise the risk to the Student and to maximise Student and Instructor safety.

EU General Data Protection Requirements (GDPR)

JJ's Motorcycle Training collects and safeguards personal Student information for the purpose of managing training session bookings. It further records video of Students on the road for safety purposes (which is deleted within 24 hours if not required for Police or Insurance purposes). A copy of our GDPR policy is included within these terms and conditions.

Pre-Training Requirements

- 1. Valid Licence.** Our courses are authorised and approved by the Driving and Vehicle Standards Agency (DVSA). A Student is required to present a valid driver's licence for verification, which must include the appropriate A category entitlement. The Student must be in possession of the original issued license, a copy is not acceptable. The Instructor is authorised to refuse to commence training if a Student fails to produce a valid driver's license. No refund will be provided. A Student cannot train without a valid licence.
- 2. European Union and other foreign licence holders.** Although full licences are exchangeable throughout the EU, unless a Student has passed a motorcycle test in a EU country, the Student will need to apply to the DVLA for a UK 'A' category licence, before training can commence. The Instructor is authorised to refuse to commence training if a Student fails to produce a valid driver's license. No refund will be provided. A Student cannot train without a valid licence.
- 3. Health.** The Instructor must be satisfied that a Student is physically and mentally fit before a training session can commence and that the Student is unimpaired by alcohol or drugs in order to be capable of undertaking training. The instructor will disallow any form of learning if they feel the student

is unable to safely participate either as an individual or as part of a group. The Instructor is further permitted to refuse initiation of training and is authorised to terminate training at any point. The Instructors decision is final and is non-negotiable. No refund will be provided.

4. **Ability to Balance.** The Student will need to be able to demonstrate that they are capable of competently and safely riding a pedal powered bicycle in order to demonstrate that they have the ability to balance on two wheels safely while maintaining control. If the Instructor feels the student is incapable of balancing a motorcycle safely, they have the authority to cease training at any time. The Instructors decision is final and is non-negotiable. No refund will be provided.

5. **Eyesight.** A Student must be able to read a standard UK motorcycle number plate from a distance of 20.5 metres. If a Student requires spectacles or contact lenses for eye sight correction, these must be worn for the duration of their training. The Instructor is authorised to refuse to commence training and is authorised to terminate training at any point. The Instructors decision is final and is non-negotiable. No refund will be provided.

6. **Knowledge of Highway Code.** On applying for a UK Provisional Drivers License a Student is required to confirm that they have read and understood the Highway Code. We strongly advise that you read the UK Highway Code, even if you are already a road user. You may not be allowed to begin your training if you do not have at least some knowledge of road signs, traffic rules and road markings. The Instructor is authorised to refuse to commence training and is authorised to terminate training at any point. The Instructors decision is final and is non-negotiable. No refund will be provided.

7. **Documentation.** Should a Student attend training with the Company, having obtained a Compulsory Basic Training (CBT) certificate at an alternative Motorcycle Training School, the Student must bring along the original certificate for inspection prior to training. The document must be in date, correctly completed and match the Student's licence number. This equally applies to presenting the Motorcycle Theory Test pass certificate (if obtained and required). The Instructor is authorised to refuse to commence training if they are unsatisfied that the documents are present and correct. The Instructors decision is final and is non-negotiable. No refund will be provided.

8. **Language:** Courses are conducted in English and radio systems will be used on road. Student's must have a good command of the English language and be able to hear and act upon instructions given over a radio earpiece.

9. **Use of Own Motorcycle.** If a Student elects to use their own machine, they must provide proof of insurance, MOT certificate (if required), a valid license, in-date CBT certificate (or demonstrate how they will legally transport the vehicle to the training site if no CBT certificate is held) and road tax. Instructor is authorised to refuse to commence training if unsatisfied that the vehicle is in a roadworthy condition and complies with all current legal requirements for type. The Instructors decision is final and is non-negotiable. No refund will be provided.

10. **Sizing.** Should a Student require equipment/clothing or vehicles that are of non-regular sizes then the Student is required to make an appointment for an availability and suitability check, prior to booking. It is the Student's responsibility to assess if they may require a lower seat height or extra-large/small clothing prior to booking and attendance.

Expectation Management

11. **Course Length.** The Company provide guidance in advance on course length and duration based on average student ability. Training is tailored to suit an individual. The training course may be shorter or longer than a Student initially expects, and if longer, the Student may need to purchase additional training to complete the course safely.

12. **Compulsory Basic Training (CBT).** There is no set time limit to complete a CBT course. The CBT is usually completed in one day. The Company provides no guarantee that the CBT will be completed in one day: the course is entirely safety orientated (a DVSA requirement) and therefore is delivered at the pace best suited to effective Student learning. Should the Instructor have any safety concerns due to fatigue, lack of concentration, aptitude or attitude then the training may be terminated at any point, at the discretion of the Instructor. Should a student be unable to complete all stages of the CBT in one day, then additional training will be negotiated with the Instructor. Should more than 2 hours additional training be recommended, then this will be charged at the full applicable daily rate.

13. **Successful Completion.** The Company will deliver thorough high-quality training and provide an honest assessment of a Student's ability at the end of a training session. Certificates are not issued for attendance. Student's must make sufficient progress to be able to demonstrate to an Instructor that they meet the minimum DVSA standards and that they are safe and in control of a motorcycle.

Risk Management

14. **Personal Safety and Risk Management.** Should a Student (before or during) a training session, display an unacceptable attitude or a poor aptitude towards motorcycling that creates an unacceptable risk to themselves or others, the Instructor may decide to terminate the training at that point. The Instructors decision is final and is non-negotiable. No refund will be provided.

15. **Unacceptable Behaviour.** Should the Student be considered to be under the influence of drugs/alcohol or perform unacceptable or unsafe procedures following a failure to comply with instructions that potentially endangers themselves or others on the road, the Instructor may bring the training session to an end at their discretion. Further, should an Instructor or any third party be subject to assault, abuse, swearing or threatening behaviour - the course will be terminated at that point and all course fees forfeited. The Instructors decision is final and is non-negotiable. No refund will be provided.

16. **Liability.** The Company will take all reasonable precautions to ensure that Student's enjoy a safe and rewarding learning experience. However, riding a motorcycle on or off road carries a higher degree of risk of injury when compared to operating most other vehicles and therefore Student's are expected to act responsibly, safely and heed the Instructors advice at all times. The Company and Instructors cannot accept liability or be subject to any claim for any personal injury or accident suffered whilst riding independently or accompanied.

Administration

17. **Payments:** Training sessions are secured with a minimum deposit of £50 payable within 24 hours of booking. Student's must have paid the relevant training session fee in full a minimum of five working days before commencement (unless by prior agreement in writing from us). Training dates and deposit may be lost if full payment has not been received a minimum of 5 days prior.

18. **Communication.** It is the Student's responsibility to review and check their training session dates/details and any amendments that may be made. The Student must remain contactable by email and telephone throughout the training schedule.

19. **Attendance.** Student's should attend all scheduled training sessions in full and on time. The CBT is a UK Government syllabus that that requires full time attendance without exception. Late attendance on any training session may result in your training terminated due to incomplete safety lectures/practical training. The Instructors decision is final and is non-negotiable. No refund will be provided.

20. **Cancellations.** The Company requires sufficient notice to cancel or reschedule training sessions. Notice to reschedule or to cancel must be provided in writing to the Company five complete working days prior to the scheduled appointment (working days are Monday to Saturday inclusive). Failure to comply will result in any current payments being forfeited and no refunds will be available.

21. **Non-Blameworthy Cancellation.** Should a training session or test be cancelled by the Company solely due to weather, unavailability of an Instructor due to illness or a vehicle mechanical failure, the Company will provide an alternative training date at no additional cost. No subsequent refund is permissible for the re-booked session or for any further rescheduled dates from that date on. No refund or reschedule will be provided if the session is lost due to Student non-attendance, late arrival or a failure to comply with other specified requirements herein.

22. **Non-Blameworthy Non-Attendance.** Should a Student give insufficient notice to cancel/reschedule a training session by being precluded from attending due to illness, injury or through any unforeseen personal circumstances, the Student will still be required to pay the fee for the training. The Company will reschedule an alternative training date subject to Instructor availability and an open window in the Company training programme. Should a student be unable to attend the rescheduled training date, no refund will be provided.

23. **Adverse Weather.** The Company reserve the right to alter training sessions and test dates/times without notice due to adverse weather. In the event that a training session or test has to be rescheduled (either by the Company or the DVSA) due to unsafe weather conditions or any other extenuating circumstance, it will be rescheduled for the next available date. Refunds or compensation cannot be given for an inability to attend rescheduled dates; however, test fees will not be forfeited unless the Student is unable to attend the rescheduled training/test date.

24. **Insurance:** Standard insurance cover on our loan motorcycles includes a £500 policy excess. Students are liable for the first £500 worth of damage to a loaned motorcycle, any equipment, property or any third party.

25. **Refunds:** All refunds are subject to an administration charge of 10% of the value of the unused training. No refunds are given if the terms and conditions set out in this document are breached or not met. Refunds can only be given to the original purchaser/cardholder.



J E WHITE
Company Director
1st May 2018



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Company Director
1st May 2018