



## **Terms and Conditions**

# Hinckley Motorcycle Training Scheme

## Terms and Conditions

### 1. Hinckley Motorcycle Training Scheme - The Contract

All motorcycle training and courses are operated by Hinckley Motorcycle Training Scheme 'We'. The 'customer(s)' / 'You' is / are the person(s) confirmed on the course reservation form. 'Force majeure' is any situation beyond the control of Hinckley Motorcycle Training Scheme, which can be, but is not limited to, war, terrorist activity, natural disaster, civil strife, adverse weather or road conditions, fire, bureaucratic obstacles, changes in schedules by the Driver and Vehicle Standards Agency ('DVSA').

Hinckley Motorcycle Training Scheme reserves the right to decline any booking at their discretion. The Customer(s) are required to acknowledge view of the terms and conditions.

Variation of the terms of this contract is only valid if done so in writing and signed by both the Customer(s) and an authorised representative of Hinckley Motorcycle Training Scheme. The contract and all matters arising from it are subject to English law and the exclusive jurisdiction of the English Courts. In the event that any of the provisions of this contract shall be determined by any Court to be invalid, unlawful or unenforceable to any extent then such provision shall to that extent be severed from the remaining provisions of the contract, which shall continue to be valid and enforceable.

### 2. Payment

a) We require full payment in advance on booking to secure your requested dates. Until payment is received your course dates, they will not be confirmed and these dates will be made available to other Customer(s). If you pay by credit card, we reserve the right to make a 2.5% handling charge. Alternatively you can pay by cheque to Hinckley Motorcycle Training Scheme or make an electronic bank transfer.

b) What is included in your payment?

- Direct Access tuition is based on a maximum 2:1 customer to instructor ratio, unless exceptional circumstances apply and only where by law we can teach a larger ratio.
- For all Direct Access and CBT courses, suitable motorcycle hire is included in your price, where you have chosen the 'Hire Bike' option.
- Petrol (for all courses when a bike is hired);
- CBT certification (where CBT course is completed);
- Loan of DVSA theory literature for Theory Test courses;
- For Individual Training, tuition is on a one to one basis, unless otherwise agreed in writing.
- Loan Rider Equipment and high visibility vest are available for all courses (in various sizes)
- Motorcycle insurance for all courses where you hire a motorcycle; you will not be charged for any damage to any hire motorcycle, unless you have disregarded the instructions given to you by the instructor.

c) Personal accident insurance is not included in the cost of a course and you may wish to consult your own insurance broker.

d) The DVSA motorcycle test fee is NOT included in the Direct Access course fee and only these costs will be re-charged for subsequent tests (retests). No further training or bike hire costs will be charged during any further training. Test Fees are published on the training centre notice board.

### 3. If you wish to cancel or to transfer a course

Should you wish to cancel or postpone your course:

- a) If cancellation is made with more than **28 days' notice** before the commencement of the course, the amount you have already paid will be returned to you **less** a handling fee of 15%.
- b) If you cancel your course with less than **28 days notice and more than 15 days notice**, then you will receive a 50% refund of your full course price paid.
- c) If you cancel your course with less than **15 days notice**, then you will not receive any refund, **irrespective of personal circumstances**.
- d) Provided you give us more than 4 days notice, you may transfer your booking to another time, subject to being charged a 15% handling fee. No changes are permitted with less than 4 days notice and no refund will be made, **irrespective of personal circumstances**. Only one transfer is allowable for a booking.
- e) During your course, if you are unable to continue with your training, for whatever reason, then no refund of the course cost is given.

#### **4. If we cancel or transfer a course**

- a) In certain circumstances, Hinckley Motorcycle Training Scheme may have to postpone your course in full or part. In such a situation, Hinckley Motorcycle Training Scheme will re-arrange your course and DVSA test date (if applicable) at a mutually agreed time.
- b) Should we cancel your course in full with less than 3 days notice, then we will pay you compensation of 5% of the course fee, as well as refund the price of your course, unless the cancellation is due to the DVSA cancelling the DVSA practical test date (see section 5) or any other force majeure.

#### **5. DVSA (Driving Vehicle Standards Agency) Motorcycle Tests**

- a) Hinckley Motorcycle Training Scheme pre-books motorcycle test dates with the DVSA (for Direct Access Courses) to fit with the timing of the motorcycle course booked by a learner.
- b) However, you must be aware that on rare occasions the DVSA has to cancel tests due to the unavailability of examiners, industrial action or poor weather conditions, even where they have previously given a written confirmation of the test date. Hinckley Motorcycle Training Scheme has absolutely no control over such actions by the DVSA.
- c) Hinckley Motorcycle Training Scheme will make every effort on your behalf to re-arrange your training in order to fit an alternative test date, but cannot be responsible for the inconvenience caused to you by the actions of the DVSA. Should you require additional training due to the change of test date by the DVSA, Hinckley Motorcycle Training Scheme reserves the right to charge you for this.

#### **6. Your Safety and Responsibilities**

- a) Statistics show that motorcycle riding, by its very nature, involves a high degree of risk that can lead to personal injury or death. When booking a course or a lesson, customers must accept these attendant risks and hazards.
- b) You are responsible for always acting in accordance with the directions and advice given to you by your instructor during your training sessions. You are also responsible for making sure that you are adequately dressed and protected for motorcycle riding.
- c) You are obliged to inform us of any physical or medical condition or otherwise that could adversely affect safety or training.

d) You must bring your UK driving licence with you for all your training. It is your responsibility to ensure that your UK driving licence is valid and in your possession for training. Should your licence not be valid or you do not bring it to the course, then you will not be able to take the course and you are not entitled to a refund.

e) If you have booked a Direct Access Course, the decision to upgrade you to the big bike rests solely with your instructor. On rare occasions, customers may not reach the level of skill required to upgrade to the big bike within the timescales of a normal course or to complete the CBT (Day 1 of the Direct Access Course). If such a situation, your instructor will explain the alternatives to you. Certain options may mean additional training or extra DVSA test costs to you and are subject to instructor availability, which is not guaranteed. No refund will be made if you are not able to complete your CBT or Direct Access Course.

f) For Direct Access courses, Hinckley Motorcycle Training Scheme will not upgrade you to a big bike unless we are completely satisfied that you are able to handle the machine safely. If for whatever reason, you do not handle a big machine safely, then we reserve the right to restrict you to a 125cc machine. No refund will be made. For other courses, Hinckley Motorcycle Training Scheme will not upgrade you to a big bike unless we are completely satisfied that you are able to handle the machine safely, irrespective of the chosen bike that you may wish to ride.

g) Hinckley Motorcycle Training Scheme reserves the right to cancel any tuition should there be a suspicion that the Customer is under the influence of drink or drugs or if the Customer is not legal to ride on the road (e.g. you fail an eye test). Hinckley Motorcycle Training Scheme also reserves the right to stop tuition at any time when the Customer is not safe on the road and is not acting in accordance with instructions. No refund of fees will be made in such a situation.

h) If you are supplying your own machine to train on, it is your responsibility to ensure that it meets with all legal requirements for being on the road. You must provide proof of insurance and MOT (where applicable). Should you arrive for training on a machine that is not legal; your instructor will not be able to conduct any on-road training. (for example your number plate does not meet legal requirements). In such a scenario, your fee will not be refundable and you will be required to re-book and pay for any additional lessons.

i) If you incur any penalties or fines whilst riding Hinckley Motorcycle Training Scheme hire bikes, due to your manner of riding on the road, these will be charged directly to you.

j). Threatening behaviour. Any threatening behaviour whether physical or verbal will result in an immediate termination of your training. No appeal will be accepted and the decision of your instructor will in all cases be final and no refund will be given.

k) If you are late for training, your instructor will continue with the scheduled session to meet other customer's training requirements. You will not be reimbursed for training where you arrived late.

## **7. Our Responsibilities**

a) For Direct Access and CBT courses, we will provide you with practical motorcycle training in accordance with the DVSA approved training standards.

b) For all courses, where you have hired a motorcycle, we will provide you with a motorcycle that is compliant with all legal requirements in England & Wales and is roadworthy. We will try and meet your preference for model of bike for bike hire, but do not guarantee this. We will provide a geared machine where requested, but reserve the right to move you to an automatic machine for safety reasons. This will be determined by your instructor.

c) For Direct Access courses, we do not provide any guarantee that you will pass your Module 1 or Module 2 motorcycle test. If you fail your Module 1 test, you may not be able to take your Module 2

test and you will forfeit your Module 2 test fee. Should you fail either your Module 1 or your Module 2 test, the costs of any additional training, the DVSA test fees and any travel or subsistence costs are your responsibility.

## 8. Liability

a) Although every effort is made to ensure your safety during your course, you must realistically accept that there is a possibility that an accident may occur that causes loss, damage, expense, personal injury or death to you. Unless shown to be negligent, your instructor and Hinckley Motorcycle Training Scheme is not liable to you for any expenses, loss, damage, personal injury or death as a result of any accident that may occur.

b) Our liability is limited to any damage caused to the Customer by our failure to perform the contract or by our improper performance of the contract unless the failure or improper performance was the fault of the Customer or any other third party or was due to unusual or unforeseeable circumstances which could not have been avoided, and this liability is limited to the price paid for the training course.

## Complaints Policy

Everyone at Hinckley Motorcycle Training Scheme wants you to get the most out of your programme, and to have an enjoyable learning experience. We utilise your feedback, positive or negative, to improve our services and processes for the benefit of all our customers.

In the regrettable event you feel you haven't received the best treatment from any member of staff, you have the right to make an official complaint and to have this dealt with professionally and speedily. The ATB will take into account its duty to promote equality and diversity throughout this process.

We would hope any issues you have can be resolved informally by talking in the first case with your instructor or Training Organiser (Elaine). If you feel uncomfortable with this, or doing this does not bring about a resolution that you are satisfied with, then our Chief Instructor (Nigel) will consider the circumstances surrounding your complaint and progress it as necessary.

All staff dealing with complaints, where appropriate, will seek guidance and advice from other internal and external sources in order to reach a mutually satisfactory resolution. However, any information supplied by you will remain confidential for use only as part of the complaints process. Only staff directly involved with the complaint and any subsequent investigation will be given access to the details - the identity of all parties will be protected. Anonymous complaints will not be accepted.

Hinckley Motorcycle Training Scheme, will not tolerate at any stage being physically or verbally abused during any complaint. In the event of this occurring we reserve the right to communicate with you only through legal channels at your expense. Any written communication must be addressed to our office at P. O. Box 63, Hinckley, LE10 9YZ.

### If you raise a complaint, Hinckley Motorcycle Training Scheme will:

1. Acknowledge receipt of your complaint by letter or email.
2. Tell you who will be dealing with your complaint
3. Tell you what action will be taken
4. Tell you when you can expect a resolution
5. Keep you informed of the advances being made with your case

**Step 1:** Hinckley Motorcycle Training Scheme acknowledges there are two sides to every dispute therefore both parties will be given the opportunity to substantiate their version of the issue/incident. Full disclosure of any allegations or evidence will be made to both parties.

**Step 2:** All complaints will be recorded on a customer complaint log. The log will be closely monitored by our Chief Instructor (Nigel) throughout the process until a satisfactory resolution can be achieved.

**Step 3:** Any party involved in a meeting concerning the complaint has the right to be accompanied and represented by a person of his or her choice at every relevant stage of the procedure. Hinckley Motorcycle Training Scheme staff have the right to be accompanied by our Chief Instructor (Nigel) or other representative.

**Step 4:** Where a complaint cannot be dealt with by a member of staff, it will be escalated to our Chief Instructor (Nigel)

**Step 5:** You will be given the results in writing of any investigations as soon as possible after any conclusions have been reached.