



## **TERMS AND CONDITIONS**

This document outlines the Terms and Conditions under which Betta Biker Rider Training Ltd offers its services in the delivery of motorcycle training courses. All our courses are covered by these Terms and Conditions and you will be asked when booking a course if you have read and accept these terms.

Acceptance of an offer of a place on a training course is signified by full payment. This payment signifies your acceptance of these Terms and Conditions.

## **DOCUMENTATION**

1. You must bring your valid UK Driving Licence to each training session. If you have a photocard Driving Licence then you must also bring a printed copy of your Driving Licence Record or a code for us to check your record. You can obtain more information on this at [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence). If you have an old-style paper licence then you must bring a valid UK Passport as well.

1.1 You will not be able to complete any on-road training if you do not bring your licence and driving record. This may result in you having to pay additional fees to complete your training. If you have any doubt about the validity of your licence, please ask us before you book your training course.

1.2 In addition to your driving licence you must bring the correct documents to each training session, and when you attend the DVSA Test Centre. Where appropriate these documents include a Theory test pass letter and a Module 1 pass certificate. The DVSA will not test you if you fail to present full and valid documents at the time of test. In this event you will be liable to pay for another Module 1 and/or Module 2 test fee plus further bike and instructor hire charges.

## **PAYMENTS**

2. All training costs must be paid in advance of your chosen course/lesson to secure your place unless otherwise agreed with us and confirmed by email.

2.1 We accept the following methods of payment: Direct Bank Transfer; all Credit and Debit Cards; Cash. You can call us for our bank details for transfers, to make a payment by card or to arrange a time to call in with cash.

2.2. You must complete your training within 6 months of the purchase date, unless otherwise agreed in writing. Other than with our prior written agreement, no training will be conducted after six months and no refund will be given.

2.3. Throughout your training you will be assessed by your instructor. If in the opinion of your instructor you are not meeting the required standard to allow you to complete your training, your course will be terminated and no refund given. You may be offered the opportunity for further training at additional cost.

## **CANCELLATIONS**

3. If you cancel or are unable to attend your course for any reason we require a minimum of five working days' notice. If the required notice is given we will offer to move your training to another date or refund your course fees less an administration fee of £20.00 for CBT and £50.00 for Full Licence courses.

3.1. No refund will be given for training courses or tests cancelled by the trainee unless the notice stated above is received. Exceptions to this condition are at the discretion of the directors of Betta Biker Rider Training Ltd.

3.2. There may be occasions when Betta Biker Rider Training Ltd must cancel your training, including, but not limited to, weather conditions, instructor sickness, or mechanical breakdown. In these circumstances, Betta Biker Rider Training Ltd reserves the right to re-arrange/rebook any course at the earliest convenient time.

3.3. Betta Biker Rider Training Ltd offers training all year round. However, there may be occasions when weather conditions may compromise your safety, including, but not limited to, snow, ice, high winds and heavy rain. In this respect your instructor's decision to proceed with the course or not will be final. If we must cancel your training due to adverse weather, we will arrange a mutually convenient time to complete your training at no additional cost to you.

3.4. You must attend your training course at the time confirmed to you upon booking. If you are late, you may not be permitted to join the course. If you are attending a CBT course, late arrival will result in your training being cancelled. In all respects you will not be entitled to a refund for missed training. If you notify us in advance by telephone that you are likely to be late, we will endeavour to delay the start of training if it will not adversely affect other trainees.

3.5. No refund will be made for expenses incurred by trainees attending courses that are cancelled or postponed.

3.6. Betta Biker Rider Training Ltd accepts no liability for any claim, loss, damage or expense arising out of acts/omissions of Betta Biker Rider Training Ltd, its employees or agents.

#### **CLOTHING AND EQUIPMENT**

4. For all training courses you must wear the following:

- An ECE approved motorcycle helmet. If you do not have your own helmet, we will supply one for you to use.
- A motorcycle jacket (preferably with CE approved armour). If you do not have your own jacket, we will supply one for you to use.
- Motorcycle gloves. If you do not have your own, we will supply a pair for you to use. Ski gloves, woollen gloves, and leather fashion gloves are all unsuitable.
- Sturdy over-the ankle boots. Motorcycle boots, walking boots, Timberlands, Doc Martins, are all ideal. Steel toe-capped work boots, trainers, sandals, canvas shoes, flip-flops, slippers, are all unsuitable.
- Motorcycle trousers or Jeans. Jogging bottoms, leggings, tracksuit bottoms, are all unsuitable.
- Warm clothing, especially in winter. Riding a motorcycle or scooter exposes you to a wind-speed of 30mph and above. It can get cold, even on a summer day!

4.1. It is always better to provide your own gear where possible, If for no other reason than hygiene. However, if you do not have your own gear, we will supply you with the following to

use during your course: An approved motorcycle helmet; a motorcycle jacket incorporating CE-approved body armour; waterproof over-trousers; motorcycle gloves; a high-visibility vest to wear during all practical training sessions.

### **LANGUAGE**

5. To participate in training, you will need a good command of the English language, spoken and understood. If we are unable to communicate with you, we will end your training on the grounds of safety. In this event your course will be terminated and fees will be forfeit.

### **HIGHWAY CODE**

6. Before attending your CBT course, it is essential that you read and have a good understanding of the Highway Code. Although we will not formally test you, you will need up to date knowledge of the rules, traffic signs, and regulations. Part of your training will take place on public roads and you will need to demonstrate to your instructor your understanding of the Highway Code. If you fail to do this, your training will be stopped for your own safety.

### **LEGALITIES**

7.0. It is a legal requirement that you be able to read a number plate from a minimum distance of 20.5 metres with or without glasses or contact lenses. If you require glasses or contact lenses to achieve this standard, they must be worn throughout your training. We will conduct an eyesight check upon your arrival. Failure to meet this legal standard will result in your training being cancelled and your fees will be forfeit.

7.1 You are required to disclose any medical condition including, but not limited to, pregnancy, physical or mental impairment, which may affect your training. To accommodate any such issues, we will endeavour to make reasonable adjustments to the training wherever possible. You may be required to provide us with written evidence from a medical practitioner as to your suitability to train. In the event we consider any condition, whether disclosed or otherwise, may affect your ability to safely complete the training your training will be terminated. No refund will be made in these circumstances.

### **MOTORCYCLES**

8. Our bikes are insured for your use during your training. However, you will be responsible for the first £500.00 of any damage caused to the bikes.

8.1. Malicious damage to our bikes will also be chargeable and will not be covered by our waiver. Whilst we will do everything possible to ensure your safety, all instruction, training and riding is completely at your own risk.

8.2. We are happy to train you on your own bike for CBT. Your vehicle must be legal and you will be required to provide evidence to this effect. Your vehicle must have legal sized L-plates fitted to the front and rear, we will also need to see evidence that the vehicle is taxed, insured and, where applicable, has a valid MOT.

8.3. It is an offence to ride on the public highway without a current CBT certificate. Unless you are renewing a valid CBT, you will need to arrange a delivery/collection of your bike at your own expense. If you do not produce the required documentation, or we do not consider your bike to be roadworthy, you will not be permitted to use your own vehicle. It may be possible to use one of our vehicles on the day, however if this is not possible your training will be cancelled and no refund given.

### **CONDUCT**

9. We reserve the right to terminate training and any further tuition at any time should an instructor, member of staff, or any third party be subject to violence, physical or verbal assault and/or threatening behaviour. If you show an unsuitable or aggressive attitude, are

riding dangerously, or taking risks that could endanger yourself or others, your training will be terminated. In these events no refund will be given.

9.1. We reserve the right to refuse training to any person or to transfer you to a more suitable course and/or motorcycle should it become necessary.

9.2. You are solely responsible for any traffic offences committed during training. You are liable for any parking tickets, moving and non-moving violations, prosecutions, points, and fines, which you may commit/incur whilst training.

9.3. Your training will be terminated without refund if you commit any offence during your training.

9.4. If requested by a relevant Authority, your details will be passed to that Authority.

### **ALCOHOL AND DRUGS**

10. If your instructor has reason to suspect that you are under the influence of either alcohol or drugs the course will be terminated with no refund of fees.