

## *Terms and Conditions*

### Getting Started

- a) All motorcycle and training courses are operated by Practical Bikes Ltd whose registered office is Stevant Way, Northgate, White Lund Industrial Estate, Morecambe, Lancashire, LA3 3PA (“we”).
- b) “you”, “the trainee”, “the pupil” is the person confirmed to undertake the course.
- c) “the course”, “training” will be any of the following, CBT Basic Training, Licence Training, Refresher Lessons, Development Training, Advanced Lessons or a combination of the five courses.
- d) You must hold and provide for inspection, a valid and current UK Licence that includes provisional entitlement for the motorcycle that is desired to drive. If your licence is of the new style, both the photo ID card and paper counterpart will be required. If your licence is of the older style, then we will require an additional form of ID, namely a current and valid passport.
- e) Prior to commencement to any of Practical Bikes Ltd training courses, an eyesight exam must be undertaken. This will consist of the ability to clearly identify and read a vehicle registration plate from a distance of 20.5 metres. If you are required to wear visual aids, these should be used for this test, and during any training course provided. If the eye exam is failed, an administrative fee of £25 will be held by Practical Bikes Ltd, and cancelled by trainee terms applied.
- f) Trainees must disclose any medical condition, or medication being currently taken that may impair your ability to ride a motorcycle. Failure to disclose a medical condition or medication being taken, which becomes apparent during training, will result in immediate termination of the trainees course and no refund will be given.
- g) Arrival to any course or training under the influence of alcohol and/or drugs will result in immediate termination of training for the day in question (this will include termination of the entire day, if a one day course is being undertaken) No refund will be given for any day(s) lost.
- h) Practical Bikes Ltd will not tolerate or accept any abusive or threatening behaviour from a trainee towards any of its staff, DVSA employee or a fellow trainee. Any trainee found to be behaving in a threatening and/or abusive manner will have their training cancelled with immediate effect, be asked to leave the premises and (if necessary) may be reported to the police. No refund will be given in these circumstances.

## **Payment**

- a) We require payment in full for any courses offered, prior to the commencement of said courses.
- b) We accept payment by means of a credit/debit card or cash.
- c) Payment will include :
  - a. Hire of motorcycle or scooter and (Practical Bikes Ltd) insurance (if this option has been taken).
  - b. Petrol (if you hire our machine)
  - c. Cost of training undertaken
- d) The DSA test fee (currently £15.50 for a Module 1 test, and £75.00 for a Module 2 test, subject to change) is included when the booking is made by Practical Bikes Ltd. The trainee has the option to omit Practical Bikes Ltd and book their test on their own behalf, this will result in the test fee being deducted from the relevant training, namely Module 1 or Module 2.

## **Training and Testing**

- a) Practical Bikes Ltd will provide (if hired) the trainee with a motorcycle or scooter that is compliant with all legal requirements in England and Wales and is roadworthy. The motorcycle or scooter will be compliant in engine capacity to meet the course being undertaken. Should a trainee damage any items whilst on hire the trainee will be liable for 100% of the cost to replace or repair the items hired to them.
- b) Practical Bikes Ltd can provide (on a loan basis), helmet, gloves, hi viz vest/jacket, and waterproof rain (outer only) pants. Footwear or trousers are not available to loan, due to hygiene reasons. Should a trainee damage any of these items whilst on loan, and they are unusable for any further loan purposes, the trainee will be liable for 100% of the cost to replace the items loaned to them.
- c) Practical Bikes Ltd reserves the right to decide what motorcycle or scooter is suitable for the training/hire, regardless of the course you have booked. If an alternative motorcycle is provided, no refund is due.
- d) If any pupil is found to be misusing any motorcycle, scooter or equipment, their course will be terminated and no refund will be given.
- e) Should a trainee wish to utilise their own motorcycle or scooter to undertake training with Practical Bikes Ltd, the motorcycle or scooter must be fully road legal in accordance with DVLA and DVSA legislation. In addition the trainee must

provide all relevant documents to the instructor on the day of training. Tax, valid MOT and 'L' plates must be clearly displayed front and rear. The trainee must present their valid insurance documents to include the period prior to the training session and testing, and enough fuel to complete the training/test day. If the trainees bike suffers a breakdown we can supply them with a training bike, ONLY if one is available, this will not necessarily be the same type of bike but would be adequate to meet the training/test requirement (of the day), and the cost will be £25 per day/session.

- f) The trainee will be responsible for any fine or endorsement as a result of any road traffic offence committed by the trainee whilst undertaking a Practical Bikes Ltd course.
- g) Practical Bikes Ltd will provide you with practical motorcycle training in accordance with the DSA training standards.
- h) Practical Bikes Ltd cannot guarantee that a trainee will pass a Module 1 or Module 2 test. If a trainee fails a module 1 test and has a module 2 test booked, you will be unable to undertake a module 2 test, and any test fee will be forfeited. Should the trainee fail either a module 1 or module 2 test, the costs of any additional training, DSA fees, travelling costs or any associated costs will remain the responsibility of the trainee.
- i) Practical Bikes Ltd reserve the right to cancel any course being undertaken, if a trainee is deemed to be riding a motorcycle or scooter in a negligent or dangerous manner. No refund will be given in these circumstances.

## **Injuries & Accidents**

- a) Practical Bikes Ltd will endeavour to do all we can to ensure pupil safety, however, motorcycle riding by its nature involves an element of risk of accident which may cause expense, loss, damage, personal injury or death and you must enter any course with the understanding of these risks, and do so of your own free will.
- b) Trainees are responsible for their own actions whilst undertaking any course and are advised to always act in accordance with the directions and instructions given to you by Practical Bikes Ltd.
- c) Unless shown to be negligent Practical Bikes Ltd accept no liability for any expenses, loss, damage, personal injury or death as a result of any accident that may occur.
- d) Should a trainee damage any items whilst on hire/loan the trainee will be liable for 100% of the cost to replace or repair the items hired/loaned to them.

## **Cancellations Policy**

### **Cancelled by Practical Bikes Ltd**

- a) In certain circumstances, Practical Bikes Ltd may have to postpone the trainee's course in part or full. Should the situation arise, Practical Bikes Ltd will endeavour to re-arrange a mutually acceptable date with the trainee.
- b) In the event of a course being required to be cancelled, Practical Bikes Ltd will offer full repayment, unless the course is cancelled by the DVSA or any other force majeure, including but not limited to: war, invasion, hostilities, civil war, terrorism, civil strike, common strike, storm, flood, and any other force outside of Practical Bikes Ltd control.
- c) In the event of mechanical breakdown or other cause, Practical Bikes Ltd reserves the right to re-arrange/rebook any course at the earliest convenient time.

### **Cancelled by the trainee**

- a) In the event of the trainee cancelling or postponing a course, the following list of conditions/rates will apply:
- b) If a trainee cancels CBT training with more than 3 working days' notice, Practical Bikes Ltd would reschedule to another date or refund in full. (Working days being Monday to Friday)
- c) If a trainee cancels CBT training with less than 3 full working days' notice, Practical Bikes Ltd will not refund the cost. (Working days being Monday to Friday)
- d) If a trainee cancels test training or test day with 10 working days notice, Practical Bikes Ltd will refund in full. (Working days being Monday to Friday)
- e) If a trainee cancels a test with less than 10 working days, Practical Bikes Ltd will not refund the cost. (Working days being Monday to Friday)
- f) If, for any reason, during the course you are unable to continue and it must be cancelled then no refund will be given.
- g) A refund maybe in the form of a non-transferable credit note with a validity of 6 months.

**Cancelled by DSA (Driving Standards Agency)**

- a) Practical Bikes Ltd are not responsible for the cancellation of any tests by the DVSA for any reason.
- b) Practical Bikes Ltd will not be responsible for any out of pocket expenses arising out of any cancellation by the DVSA.
- c) All arrangements with the DVSA are subject to their terms and conditions over which Practical Bikes Ltd have no control.

**Miscellaneous**

- a) Practical Bikes Ltd reserve the right to amend the terms and conditions where we need to do so in order to comply with changes in the law or for other regulatory reasons.
- b) 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.