

# **TERMS & CONDITIONS OF TRAINING**

## **1. Services Provided by Indie Motorcycle Training Limited**

**Indie Motorcycle Training Limited is an approved training body of the DVSA. All training carried out is overseen and governed by the Driving and Vehicles Standards Agency**

- All school motorcycles have valid MOT, Tax and Fully Comprehensive Insurance
- Provide free-of-charge loaning of equipment and clothing such as safety helmet, motorcycle jacket, gloves and Hiviz vest.
- Advise the student rider on the current training costs
- Provide a registered Driving Standards Agency motorcycle instructor that is fully qualified to the highest level
- The course cost covers the use of the motorcycle/machine on training and when on the practical tests and running costs
- Register the student for their test at a suitable test centre

## **2. Obligations of the Student Rider**

### **Student must:**

- Have no mobility restrictions that may impair their ability to ride a standard, unmodified Motorcycle/Moped
- Be able to understand & communicate with the instructors in English. It is a Driver & Vehicle Standards Agency (DVSA) condition that all students must be able to understand English to a reasonable level. If the student can't understand English, then Indie Motorcycle Training Limited reserves the right not to train the student and all fees will be lost.
- Ensure they have read and understand the current edition of the Highway Code. Training will be terminated if Indie Motorcycle Training Limited instructor deems the training to be unsafe due to a lack of comprehension relating to the Highway Code.
- Be appropriately dressed. We reserve the right to cancel any course if Trainees are deemed inappropriately dressed for the course. In this event, the Trainee will forfeit their fee. Appropriate clothing includes: Substantial trousers (no shorts/jogging pants/jeans with holes; Long sleeve substantial jackets (no hooded jogging tops);
- Substantial footwear with socks that supports and protects the ankles such as boots (no slip on/slip off footwear/ soft trainers or shoes). We do offer a limited supply of boots to hire on the day at a rate of £5 per day. The supply is limited and if they do not fit you and your footwear is deemed to be unsuitable, then we reserve the right to cancel any course. In this event the Trainee will forfeit their fee.
- Bring glasses/contacts if normally worn – eyesight will be checked to ensure the trainee meets the legal requirement. The student rider must be able to read a vehicle licence plate from at least 20.5 meter or 67 feet away in good daylight. If glasses are needed to achieve this, then they must be worn at all times whilst training. Eyesight check failure will result in course cancellation and forfeit of fee paid for the course
- CBT Trainees must arrive at or before 8:30

- The following documents will need to be shown on the day of training either:
  - a valid Provisional or Full UK driving licence or,
  - a valid EU driving licence that has been registered with DVLA. You must bring both the License and the registration document received from DVLA. Old style Paper licences will require some form of photo ID such as a Passport.
  - Failure to arrive with a Valid UK\EU licence will mean cancellation of training and all fees lost. Licence photos and online Licence checks will NOT be accepted
  - a valid CBT certificate (for students taking part in DAS training)
  - Please ensure that at the time of booking you have a valid licence or that the replacement will arrive before the training date. We cannot cancel/reschedule CBTs without 7 working days' notice in these cases.

Trainees will not be able to participate in the course should they fail to bring the documents listed above and their fee will be forfeit.

- For all post CBT courses and the Theory Test and Module 1 & 2 Motorcycle Tests you must bring your licence, CBT certificate (DL196), Theory test pass certificate, and photographic ID (which must be a passport or a photo card driving licence). The Driver and Vehicle Standards Agency (DVSA) will not accept anything other than an original, complete and legible UK licence
- Ensure all balances are paid 2 weeks before the first day of training
- When training is undertaken on a Trainee's own vehicle, in respect of that vehicle Trainees must :
  - ensure the vehicle has current and valid Insurance, MOT and Tax. Trainees will be solely responsible for the legality of the vehicle documentation and indemnify Indie Motorcycle Training Limited against any errors.
  - Ensure L-plates are fitted on both front & rear of the motorcycle
  - Ensure the machine is roadworthy and in good working order
  - If taking a motorcycle test, then it must have a MPH speedometer (no stickers or overlays), and is suitable for the test you wish to take (A1, A2 or DAS.). The trainee is solely responsible in ensuring that their motorcycle is suitable and eligible for Module 1 & 2 Motorcycle Tests.
- Polite interaction with the other clients and instructors is expected. Any verbal or physical threats towards others will not be tolerated and the full fees of the course will be lost.
- If an Indie Motorcycle Training Limited Instructor suspects that alcohol or drugs have been taken, then training will be terminated and fees paid forfeit.
- Motorcycles are only to be operated under the supervision of and as requested by an approved Indie Motorcycle Training Limited instructor.
- Trainees are required to comply with all rules and regulations with regard to riding motorcycles as stipulated by the Driver and Vehicle Standards Agency and Indie Motorcycle Training Limited as its agents.

- For all courses (except CBT) we must have details of your Driver Number at least one week before the start of the course. We cannot organise your Theory Test or Module 1 & 2 Motorcycle Test without it and you will be liable for the fees if we are late notifying the DVSA with your details.
- If you are taking a practical test please ensure that your Driving Licence has your current address. If you have recently moved address please write your new address details onto the licence. This is because your licence will be retained by the DVSA when you have passed your test.
- For Full Licence training, the Theory Test should be passed prior to starting the course. All MOD1 & MOD2 tests are scheduled and booked in before the commencement of training. If Indie Motorcycle Training Limited needs to reschedule a MOD1 test date due to a student's Theory Test failure close to the beginning of their course, there may not be sufficient time to rebook the test. In that case, the training can continue but the student would lose their test and monies paid for the test. Indie Motorcycle Training Limited will not be responsible for any loss of training or motorcycle test fee this may incur.
- In the event of any accident, the student shall be liable to pay Indie Motorcycle Training Limited for any insurance excess payment up to a maximum amount of £500.00 for any damage caused to clothing, equipment or machine.
- **Terms and Conditions will need to be signed before the course can start. 16 and 17 year olds must have a parent or guardian sign the Terms and Conditions or they will be refused training.**

### 3. Training with Indie Motorcycle Training Limited

- CBT courses start at 8:30hrs and finish at approximately 16:00hrs provided all five elements have been satisfactorily completed. CBT trainees who Do Not reach the required standard during either the Off or On Road training will not be able to continue their CBT and the course will end there; and they will have to rebook. Rebooked CBT's will be charged at a reduced fee of £100 and must be booked for a date within 3 months of the original CBT to qualify for the reduced fee.
- All day DAS courses start at 9:30h and finish at approximately 15.30hrs.
- Lateness will count as a cancellation and will result in payment being forfeit
- All cancellations and date change requests notified in time will be subject to a 20% administration fee.
- Whether signing a written agreement or not at the start of the course, the client is responsible for the care of themselves and the company motorcycle without the need of signing/accepting any further documentation. This agreement is therefore a proof of the hire agreement. At the time of booking, all Trainees automatically enter a vehicle hire agreement with Indie Motorcycle Training Limited which enables them to use the company's vehicles for the duration of their training.
- Trainees will be liable and responsible for any traffic offences committed and penalties incurred whilst riding the company's vehicles.
- Road safety during the course is paramount. Indie Motorcycle Training Limited reserves the right to stop training in the event of a student failing to respond to instructions and or demonstrating dangerous riding habits or attitudes. The decision from the instructor is final and the student may lose the full course fee.

- Indie Motorcycle Training Limited cannot guarantee that your preferred choice of bike will be available on the day of your training.
- A minimum of 7 working days' notice is required to cancel/postpone any course, without which the fee will be forfeited.
  
- If the student cancels the course that the student is booked on, then:
  - (a) If the student has given written notice of cancellation to Indie Motorcycle Training Limited not less than 7 days prior to the date the course is due to start, the student will be entitled to a full refund of fees paid (less administration charge 20%) if the course is filled and completed by another student: but if the course is not filled and completed by another student, the student will only be entitled to a refund of fees paid, less a cancellation fee equal to the cost of the moped/motorcycle hire and to 50% of the cost of the Instructors wages.
  - (b) If the student has not given 7 days written notice of cancellation (from the first day or part of the course), then no refund will be due and all fees will be forfeit.
  - (c) Any courses booked within 7 days of the course date will not be eligible for a refund.
  
- If the student enters into an agreement for a full licence course (by booking such a course) and has started training (i.e. CBT or theory test) no refund will be given should the student wish to cancel the remainder of the course.
  - All refunds will be subject to a 20% Administration charge in addition to any other cancellation fees.
- In the event the student is unable to attend, any re-booking will be charged at 50% of the normal full price cost (except Theory Tests, Module 1 and Module 2 tests which will be charged at full price). There are no exceptions, and we recommend taking out private insurance to cover any unforeseen events.
  
- If a continuous course is booked with the CBT being day 1 and the student fails to reach the required standard, this will put the rest of the course in jeopardy resulting in the remaining course cost being lost. We always recommend that novice students only book and complete the CBT course before booking further training
  
- Indie Motorcycle Training Limited will determine the aptitude of the student to undertake the training for the Module 1 and Module 2 Full Licence Motorcycle Tests. If Indie Motorcycle Training Limited decides the student is not safe, or at risk, or that the student has misled Indie Motorcycle Training Limited as to their previous experience when booking their course; the student may be downgraded to a lower capacity motorcycle until such time as the instructor believes they are competent and safe enough to be upgraded to a larger capacity bike; or it may be decided that the student will not undertake that part of the training. Indie Motorcycle Training Limited will not be responsible for any loss of training fees or motorcycle tests (Module 1 and 2) that this may incur. Equally if the student decides not to either train for or undertake the Module 1 or Module 2 Motorcycle Test, Indie Motorcycle Training Limited will not be responsible for any loss of training or motorcycle test fee this may incur.

#### 4. Disclaimer

- Motorcycling is a potentially hazardous activity, you take part knowing of the inherent risks. Indie Motorcycle Training Limited has full public liability for training school motorcycle riding. The company is not liable for any loss of damage to the personal effects of the student. Nor direct or indirect loss, damage or injury from or in connection with the training provided (except for death or injuries sustained which were caused by negligence on behalf of the company). The student waives all and any claims against Indie Motorcycle Training Limited in this regard.
- Indie Motorcycle Training Limited accepts no liability for any claim, loss, damage, or expense arising out of the acts or omissions of Indie Motorcycle Training Limited, its employees, or agents, unless those acts or omissions are caused by the negligence or wilful default of Indie Motorcycle Training Limited, its employees, or agents.
- The student will be liable to reimburse Indie Motorcycle Training Limited against any claim, loss, damage or expense incurred by Indie Motorcycle Training Limited as a result of a breach of any of these terms and conditions by the student (for example, in failing to maintain valid insurance cover), to the extent which such claim, loss, damage or expense results from such breach. Radios are not insured; making students liable for any damage to them
- The arrangement of personal accident insurance is the responsibility of the individual student.
- All courses have been booked on the basis of the information supplied by the student to Indie Motorcycle Training Limited. The responsibility for ensuring that these details are correct (including licence entitlements) belongs to the student.
- When a booking is made, each student agrees to accept the Terms and Conditions of Indie Motorcycle Training Limited.
- These terms and conditions must be signed by the student before a course can start. Where the student is under 18 years of age the terms and conditions must be signed by a parent or guardian of the student.

#### 5. Confidentiality and Data Protection

- All domain names and website information at [www.indiemotorcycletraining.com](http://www.indiemotorcycletraining.com) is the property and copyright of Indie Motorcycle Training Limited. While all efforts have been made to guarantee accuracy on the figures mentioned on the website, the publishers of said website cannot guarantee the absolute accuracy or reliability of information therein.
- All student information supplied to Indie Motorcycle Training Limited is treated as confidential and not shared with any third parties. No credit card or bank transfer information is shared or stored.